

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Tara S. Almond
Phil Carter
Eva Corley

City Manager
Brian Watkins



**City of Cayce
Regular Council Meeting
Tuesday, August 14, 2018
6:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
July 2, 2018 Special Meeting
July 3, 2018 Regular Meeting

II. Public Comment Regarding Items on the Agenda

III. Presentations

- A. Recognition of Appreciation to the Cayce Public Safety Foundation by the Cayce Fire Department

IV. Ordinances and Resolutions

- A. Discussion and Approval of Ordinance 2018-08 Amending Zoning Map and Rezoning Properties Located at 1803 State Street (Tax Map Number 004655-04-020) from C-3 to RG-2 – Second Reading
- B. Discussion and Approval of Ordinance 2018-09 Establishing the Standards for the Placement of Small Wireless Facilities in Covered Areas in the City of Cayce, South Carolina; and for Other Purposes - Second Reading
- C. Consideration and Approval of Resolution in Support of a Municipal State Highway Project
- D. Consideration and Approval of Resolution Approving Law Enforcement Assistance and Support Agreement with Pine Ridge Police Department

V. Other

- A. Discussion and Approval of a Contract for Revenue Enhancement Consulting Services

- B. Discussion and Approval of National League of Cities Service Line Warranty Program
- C. Discussion and Approval of a Contract between the City of Cayce and nCourt to Provide Electronic and Online Payment Services
- D. Discussion and Approval of Firing Range Utilization Agreement
- E. Discussion and Approval to Amend the City's Purchasing Policy

VI. City Manager's Report

VII. Committee Matters

- A. Appointments and Reappointments
Municipal Election Commission – Four (4) Positions
Planning Commission – One (1) Position
- B. Approval to enter the following Committee approved Minutes into the City's Record
Events Committee – June 14, 2018

VIII. Council Comments

IX. Executive Session

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
- B. Discussion of agreement for City Manager's employment
- C. Discussion of negotiations incident to proposed contractual arrangements regarding proposed redevelopment of 800 Lexington Avenue (Cayce Grammar School)
- D. Discussion of negotiations incident to proposed contractual arrangements for a sewer line project

X. Reconvene

XI. Discussion and approval of Employment Agreement for City Manager

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

XIII. Adjourn

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

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Tara S. Almond
Phil Carter
Eva Corley

City Manager
Brian Watkins



CITY OF CAYCE
Special Council Meeting
July 2, 2018

A Special Council meeting was held at 1:30 p.m. at City Hall. Those present included Mayor Elise Partin, Council Members Tara Almond, Phil Carter, Eva Corley and James Jenkins. Municipal Clerk Mendy Corder was also in attendance. Mayor Partin advised that members of the press and the public were duly notified of the meeting in accordance with the FOIA and called the meeting to order.

Council Member Carter gave the invocation and Mayor Partin led those in attendance in the Pledge of Allegiance.

Executive Session

A. Discussion of Employment for City Manager Position

Council Member Almond made a motion to move into Executive Session to discuss the matter above. Council Member Corley 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 Jenkins 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

There was no action taken in follow up to Executive Session.

Adjourn

Council Member Carter 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 4:10 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Tara S. Almond
Phil Carter
Eva Corley

City Manager
Brian Watkins



**CITY OF CAYCE
Regular Council Meeting
July 3, 2018**

The July 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, Phil Carter and James Jenkins. Interim City Manager Rachelle Moody, Municipal Clerk Mendy Corder, City Attorney Danny Crowe, Planning and Development Director Carroll Williamson and Director of Public Safety Byron Snellgrove 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. Council Member Carter gave the invocation. Mayor Partin led the assembly in the Pledge of Allegiance. Mayor Partin stated that Council Member Corley was unable to attend the meeting.

Approval of Minutes

Council Member Almond made a motion to approve the June 5, 2018 Regular Council Meeting minutes and the June 20, 2018 and the June 22, 2018 Special Council Meeting minutes as written. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Presentations and Proclamations

A. Presentation of Cayce Calendar Photo Contest Winners

Mayor Partin explained that every year the City has a photo contest for the Cayce Calendar that is given to all residents. Mr. Richard Banton's photo, "Color of Fall at Congaree Creek", was chosen as the winner and is featured on the cover of the calendar and for the month of October. Mayor Partin presented Mr. Banton with a \$100 check and thanked him for his beautiful photograph. Mr. Banton stated that he wanted to donate his check to the Cayce Public Safety Foundation. The Public Safety Foundation is a 501(c) (3) created for the purpose of providing a vehicle for the citizens

and local businesses to help strengthen Cayce's Public Safety team's capacity to protect, serve and support the quality of life in the community. The Foundation holds fund raisers to provide the members of Cayce Public Safety with equipment and resources to make their jobs and the community safer. Mayor Partin thanked Mr. Banton for his generous donation. She thanked all the winners for their participation in the Calendar Contest. She advised that calendars were available to be picked up at City Hall.

B. Presentation of Whole Sole Award

Mayor Partin stated that Mr. James Denny, City Parks Manager, was being awarded the City's Whole Sole Award. His nomination read "On June 18 Parks Manager, James Denny, was leaving Walmart after purchasing groceries to make dinner for his family. As he was getting in his vehicle he heard a loud noise and looked up to see an 18-wheeler truck come around the turn on Knox Abbott Drive and overturn pinning a small car underneath the trailer. Mr. Denny immediately ran to the intersection to check to see if anyone was hurt. Miraculously no one was seriously injured in the accident. The 18-wheeler truck spilt scrap metal and debris across Knox Abbott Drive. The accident blocked all lanes of traffic so Mr. Denny immediately started working to clear a lane of traffic. Once he had a lane open he directed traffic, keeping traffic moving safely, until Cayce Public Safety Officers arrived to take over the scene. Once officers arrived Mr. Denny assisted with clearing the debris and getting all lanes of traffic open." Mayor Partin thanked Mr. Denny for his brave act and for all that he does for the City and its residents.

Resolutions and Ordinances

A. Approval of Resolution Declaring Filing Dates for Candidacy for Municipal Elections

Mayor Partin stated that the Resolution states that the office of Mayor and the offices of District Two and District Four Council Member are up for re-election in November 2018. Books are open for filing beginning noon, July 20, 2018 and remain open during regular business hours until noon July 30, 2018. Council Member Jenkins made a motion to approve the Resolution declaring the elections open. Council Member Almond seconded the motion. The motion was unanimously approved by roll call vote.

B. Discussion and Approval of Ordinance 2018-08 Amending Zoning Map and Rezoning Properties Located at 1803 State Street (Tax Map Number 004655-04-020) from C-3 to RG-2 – First Reading

Mr. Williamson stated that Council approval was needed for the First Reading of an Ordinance to re-zone 1803 State Street. He stated that the applicant wishes to rezone the property from C-3 (Central Commercial District) to RG-2 (General Residential District, High Rise). The C-3 zoning classification is intended to promote the concentration and vitality of commercial and business areas of State Street, but the allowable residential uses in this district are limited. Mr. Williamson stated that the structure on the property was built as a residence, but has had commercial use most recently, in conformance with the current zoning. The property is currently vacant and to be used commercially, significant upgrades to meet building code requirements must be completed.

Mr. Williamson stated that the properties adjacent to this property to the east are currently zoned RG-2, but there are no RG-2 zoning districts on State Street. The RG-2 zoning district allows for the greatest amount of flexibility of size and use of the City's residential zoning districts, including multi-family uses. The property is 7,250 square feet and contains a structure that has 1,146 square feet of living area. The subject property is contiguous to RG-2 to the east, C-3 to the south and west, and RS-3 (Single-Family Residential) across Poplar Street to the north. He stated that the requested re-zoning is in compliance with the Zoning Ordinance and is permitted as an alternative zoning district according to the criteria of the Future Land Use Map.

Council Member Almond made a motion to approve Ordinance 2018-08 on First Reading. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

C. Discussion and Approval of Ordinance 2018-09 Establishing the Standards for the Placement of Small Wireless Facilities in Covered Areas in the City of Cayce, South Carolina; and for Other Purposes – First Reading

Mr. Williamson stated that Council approval is needed for the First Reading of an Ordinance establishing the standards for the placement of small wireless facilities in covered areas in the City and for other purposes. He stated that the Ordinance will amend Zoning Ordinance Section 6.10-2 Permitted Uses by adding language concerning small wireless facilities in the Design Overlay District and to add Article 12 Standards for Placement of Small Wireless Facilities in Covered Areas.

Mr. Williamson stated that small wireless facilities are facilities mounted on poles in the right-of-way that improve the performance of wireless networks in populated areas. The current Zoning Ordinance does not address small wireless facilities, but they are becoming increasingly common in cities. He stated that the Ordinance is largely a model Ordinance that was created by the Municipal Association working with Cayce's attorney Danny Crowe. The Ordinance lists the application requirements as

well as the fees associated with the new permits. The permitting will be managed at the staff level. Additionally, staff has added some design standards to ensure that these facilities blend in with the surrounding area and do not disrupt the aesthetics of the City. Mr. Williamson stated that the amendment to the Design Overlay District specifically permits small wireless facilities in the Overlay District, which is located along Knox Abbott Drive and 12th Street Extension. This amendment is being added to distinguish small wireless facilities from communication towers, which are not permitted in the Overlay District.

Mr. Williamson stated that the Planning Commission met on June 18, 2018, to hear Public Comment about the suggested changes. One representative from AT&T was present at the meeting and answered several technical questions. The Planning Commission voted on the requested text amendment at the Planning Commission meeting on June 18, 2018.

Council Member Almond made a motion to approve Ordinance 2018-09 on First Reading. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Moody stated that the City would be closed July 4, 2018 in observance of Independence Day. She reminded everyone that the City permits the discharging or shooting of fireworks on the 4th of July between the hours of 10:00 a.m. and 10:00 p.m.

Committee Matters

- A. Approval to enter the following Committee approved Minutes into the City's Record
 - Events Committee – March 8, 2018
 - Cayce Housing Authority – April 10, 2018
 - Planning Commission – May 21, 2018

Council Member Almond made a motion to enter the Committee approved meeting minutes into the record. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Council Comments

Mayor Partin stated that Council Member Corley and her husband were expecting the birth of their second child any day. She and Council stated that they were excited to have a new junior Council Member.

Executive Session

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
- B. Discussion of Employment for City Manager Position
- C. Discussion of negotiations incident to proposed contractual arrangements relating to the Brickworks Apartments Project

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

Reconvene

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

Item VIII. A.

Council Member Almond made a motion to authorize the Interim City Manager to proceed as discussed in Executive Session regarding the State Street property. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Item VIII. B.

Council Member Almond made a motion to authorize the Mayor to proceed as discussed in Executive Session regarding the City Manager position. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Item VIII. C.

Council Member Almond made a motion to authorize the Mayor to proceed as discussed in Executive Session regarding the Brickworks Apartment Project. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Adjourn

There being no further business, Council Member Jenkins made a motion to adjourn the meeting. Council Member Carter seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 7:46 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, CMC, Municipal Clerk

Memorandum

To: Mayor and Council

From: Rachele Moody, Assistant to the City Manager
Carroll Williamson, Planning and Development Director

Date: August 8, 2018

Subject: Second Reading of an Ordinance to Re-zone 1803 State Street (TMS# 004655-04-020) from C-3 (Central Commercial District) to RG-2 (General Residential District, High Rise).

ISSUE

Council approval is needed for the Second Reading of an Ordinance to re-zone 1803 State Street (TMS# 004655-04-020) from C-3 (Central Commercial District) to RG-2 (General Residential District, High Rise).

BACKGROUND/DISCUSSION

The applicant wishes to rezone the property listed above from C-3 (Central Commercial District) to RG-2 (General Residential District, High Rise). The C-3 zoning classification is intended to promote the concentration and vitality of commercial and business areas of State Street, but the allowable residential uses in this district are limited. The structure on the property was built as a residence, but has had commercial use most recently, in conformance with the current zoning. The property is currently vacant. To be used commercially, significant upgrades to meet building code requirements must be completed.

Properties adjacent to this property to the east are currently zoned RG-2, but there are no RG-2 zoning districts on State Street. The RG-2 zoning district allows for the greatest amount of flexibility of size and use of the City's residential zoning districts, including multi-family uses.

This property is 7,250 square feet and contains a structure that has 1,146 square feet of living area. The subject property is contiguous to RG-2 to the east, C-3 to the south and west, and RS-3 (Single-Family Residential) across Poplar Street to the north.

The requested re-zoning is in compliance with the Zoning Ordinance and is permitted as an alternative zoning district according to the criteria of the Future Land Use Map.

The Planning Commission considered the request for re-zoning at the meeting on June 18, 2018. The rezoning request was opened to the public. No one from the public, other than the applicant, spoke at the public hearing.

The Planning Commission voted on the requested re-zoning, to the RG-2 zoning designation, at the Planning Commission Meeting on June 18, 2018.

RECOMMENDATION

The Planning Commission recommends Council approve Second Reading of an Ordinance to re-zone 1803 State Street (TMS# 004655-04-020) from C-3 (Central Commercial) to RG-2 (General Residential District, High Rise).

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
CITY OF CAYCE)

ORDINANCE 2018-08
Amending Zoning Map and Rezoning
Properties Located at 1803 State Street
(Tax Map Number 004655-04-020) from
C-3 to RG-2

WHEREAS, Julie Isom Sharpe, as the property owner, requested that the City of Cayce amend the Zoning Map to re-designate the property comprising and shown as 1803 State Street (TMS# 004655-04-020), now zoned Central Commercial (C-3) to General Residential, High Rise (RG-2), and

WHEREAS, the Planning Commission held a public hearing on this request to receive comments from the public and adjacent property owners, and

WHEREAS, the Planning Commission met on June 18, 2018, to review public comments and vote on recommending the rezoning request and unanimously voted to recommend this change to the existing zoning,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that the property hereinafter listed, and as shown on the attached sketch, is hereby rezoned and reclassified on the Zoning Map of the City of Cayce as RG-2, General Residential, High Rise:

Tax Map Number 004655-04-020
1803 State Street

This Ordinance shall be effective from the date of second reading approval by Council.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2018.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

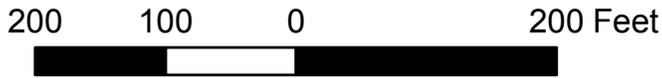
Approved as to form: _____
Danny C. Crowe, City Attorney

Rezoning Request
MA002-18
1803 State Street



Legend

-  PROPERTIES WITHIN 200FT OF REQUEST
-  1803 STATE ST RE-ZONING REQUEST



Memorandum

To: Mayor and Council

From: Rachele Moody, Assistant to the City Manager
Carroll Williamson, Planning and Development Director

Date: August 10, 2018

Subject: Second Reading of an Ordinance establishing the standards for the placement of small wireless facilities in covered areas in the City and for other purposes

ISSUE

Council approval is needed for the Second Reading of an ordinance establishing the standards for the placement of small wireless facilities in covered areas in the City and for other purposes. The Ordinance will amend Zoning Ordinance Section 6.10-2 Permitted Uses by adding language concerning small wireless facilities in the Design Overlay District and to add Article 12 Standards for Placement of Small Wireless Facilities in Covered Areas.

BACKGROUND/DISCUSSION

Small wireless facilities are facilities mounted on poles in the right-of-way that improve the performance of wireless networks in populated areas. The current Zoning Ordinance does not address small wireless facilities, but they are becoming increasingly common in cities. This is largely a model Ordinance that was created by the Municipal Association working with Cayce's attorney Danny Crowe. The Ordinance lists the application requirements as well as the fees associated with the new permits. The permitting will be managed at the staff level. Additionally, staff has added some design standards to ensure that these facilities blend in with the surrounding area and do not disrupt the aesthetics of the City. Please see attached photos of existing small wireless facilities in Columbia. They are located on the tops of the poles in these photos.

The amendment to the Design Overlay District specifically permits small wireless facilities in the Overlay District, which is located along Knox Abbott Drive and 12th Street Extension. This amendment is being added to distinguish small wireless facilities from communication towers, which are not permitted in the Overlay District.

The Planning Commission met on June 18, 2018, to hear Public Comment about the suggested changes. One representative from AT&T was present at the meeting and answered several technical questions.

The Planning Commission voted on the requested text amendment at the planning commission meeting on June 18, 2018.

RECOMMENDATION

The Planning Commission recommends Council approve Second Reading of an Ordinance establishing the standards for the placement of small wireless facilities in covered areas in the City and for other purposes.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
CITY OF CAYCE)

ORDINANCE 2018-09
AN ORDINANCE TO ESTABLISH THE
STANDARDS FOR THE PLACEMENT OF
SMALL WIRELESS FACILITIES IN
COVERED AREAS IN THE CITY OF CAYCE,
SOUTH CAROLINA; AND FOR OTHER
PURPOSES

WHEREAS, the City of Cayce (“City”) encourages wireless infrastructure investment and wishes to provide a fair and predictable process for the deployment of Small Wireless Facilities while managing Public Rights-of-Way in a manner that promotes the interests of the public health, safety and welfare; and,

WHEREAS, the City recognizes that Small Wireless Facilities including facilities commonly referred to as small cell and distributed antenna systems are critical to delivering wireless access to advanced technology, broadband, and 9-1-1 services to residences, businesses, and schools within the City; and,

WHEREAS, the City recognizes that Small Wireless Facilities together with high capacity transport medium such as fiber optic cabling may be effectively deployed in Public Rights-of-Way; and,

WHEREAS, this Ordinance is intended to grant municipal consent to use of Rights-of-Way and establish a standard application process to streamline the issuance of necessary permits in a manner that is not a barrier to competition, and does not unnecessarily delay the implementation and installation of Small Wireless Facilities,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CAYCE, SOUTH CAROLINA, that City of Cayce the City of Cayce Zoning Ordinance, Chapter 42 of the City Code, is hereby amended:

(1) To amend Item 5 of Section 6.10-2 (“Permitted Uses“) to read:“5. Communication towers and antennas, with the exception of small wireless facilities as defined in Article 12 of the Zoning Ordinance; and

(2) To add a new Article 12 entitled “Standards for Placement of Small Wireless Facilities in Covered Areas,” to read:

Section 1. Definitions.

The definitions contained in this section apply only to this Article of the Zoning Ordinance.

“Antenna” means communication equipment that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services.

“Applicable Codes” means uniform building, energy, electrical, plumbing, mechanical, gas, and fire codes in Title 6, Chapter 9 of the South Carolina Code of Laws, local amendments to those codes authorized by state law, and local codes or ordinances which impose requirements defined in Section 5 of this Ordinance including objective design and concealment standards to regulate location, context, material, color, stealth and concealment standards on a uniform and nondiscriminatory basis.

“Applicant” means any person who submits an Application to a City and is a Wireless Services Provider or a Wireless Infrastructure Provider.

“Application” means a request submitted by an Applicant for a permit to (i) Collocate Small Wireless Facilities; or, (ii) construct, install, maintain, operate, replace or modify a Utility Pole or Wireless Support Structure.

“Cable, Communications, Fiber or Electric Easement” means an easement, granted to a cable or video service provider, a communications service provider (including without limitation a telephone utility), a fiber optics cable services provider, or an electric services provider created or authorized by state law to provide such services, that runs parallel to and abuts or within a Rights-of-Way and is occupied by existing Utility Poles or Wireless Support Structures carrying electric distribution lines, wires, cable, conduit, fiber optic cable for telecommunications, cable or electric service or supporting municipal street lights, or security lights. The term Cable, Communications, Fiber or Electric Easement excludes easements for service drops or lines connecting the customer’s premises to the cable, communications, fiber or electrical provider.

“City-Owned Pole” means (i) a Utility Pole owned or operated by the City in Covered Areas, including a Utility Pole that provides lighting or traffic control functions, or other law enforcement functions, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the City in a Covered Area that supports only Wireless Facilities. The term does not include a Utility Pole owned or operated by and accounted for as an asset of a municipal electric utility.

“Collocate” means to install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to an existing Wireless Support Structure or Utility Pole located in Covered Areas within the jurisdiction of the City. **“Collocation”** has a corresponding meaning.

“Covered Areas” means the surface of, and the space above and below, any public “Rights-of-Way,” “ROW,” “City Rights-of-Way,” “Public Rights-of-Way,” and/or “Cable, Communications, Fiber or Electric Easement” as those terms are defined herein.

“Day” means calendar day unless the last day for the City or an Applicant to take action under this Ordinance ends on a weekend, holiday, or time when all but City emergency services are closed due to weather or some unforeseen situation.

“Decorative Pole” means a Utility Pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or a temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal practices.

“Design District” means an area that is zoned, or otherwise designated by municipal ordinance, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

“Fee” means a one-time charge.

“Historic District” means an area that is zoned or otherwise designated as a Historic District under municipal, state or federal law and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

“Micro Wireless Facility” means a Small Wireless Facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and, (ii) any exterior antenna is no longer than 11 inches.

“Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.

“Rate” means a recurring charge.

“Rights-of-Way” or “ROW” or “City Rights-of-Way” or “Public Rights-of-Way” means that area on, below, or above a public roadway, highway, street, sidewalk, alley dedicated to, managed or controlled by the City, County or the State of South Carolina, but not including a federal interstate highway, in the City.

“Small Wireless Facility” means a Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

“Transmission Pole” means a pole or similar structure that is used in whole or in part to carry electric transmission (as opposed to distribution) lines.

“Underground District” means an area that is designated by ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing above ground structures in a Covered Area and for which the City maintains and enforces standards on a uniform and nondiscriminatory basis.

“Utility Pole” means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control devices, traffic control or directional signage, or a similar function regardless of ownership, including City-Owned Poles. Such term shall not include structures supporting only Wireless Facilities, nor shall it include Wireless Support Structures.

“Wireless Facility” means equipment at a fixed location that enables Wireless Services between user equipment and a communications network, including: (i) equipment associated with wireless communications; (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is Collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between Wireless Support Structures or Utility Poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.

“Wireless Infrastructure Provider” means any Person including a Person authorized to provide telecommunications service in the State, that builds, installs or maintains Utility Poles,

wireless communication transmission equipment, Wireless Facilities or Wireless Support Structures.

“*Wireless Services*” means any services provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, delivered to the public using Wireless Facilities.

“*Wireless Services Provider*” means a Person who provides Wireless Services.

“*Wireless Support Structure*” means a freestanding structure, such as a monopole or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a Utility Pole.

Section 2. *Purpose and Scope.*

(a) The purpose of this Ordinance is to provide policies and procedures for the placement of Small Wireless Facilities in Covered Areas within the jurisdiction of the City.

(b) It is the intent of this Ordinance to establish uniform standards including, but not limited to:

- (i) Prevention of interference with the use of streets, sidewalks, alleys, parkways, traffic light poles or other light poles, and other public ways and places;
- (ii) Prevention of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- (iii) Prevention of interference with other facilities and operations of facilities lawfully located in Covered Areas or public property;
- (iv) Preservation of the character of neighborhoods where facilities are installed;
- (v) Preservation of the character of historic structures, or historic neighborhoods, including but not limited to such structures or neighborhoods listed on the National Register of Historic Places or locally designated Historic Districts; and,
- (vi) Facilitation of the rapid deployment of Small Wireless Facilities to provide the citizens with the benefits of advanced Wireless Services.

Section 3. *Permitted Use; Application Process and Fees.*

- (a) **Permitted Use and Consent.** Collocation of a Small Wireless Facility on an existing Utility Pole or Wireless Support Structure, or a new or modified Utility Pole or Wireless Support Structure installed in a Covered Area shall be a permitted

use, except in supplemental review districts where such facilities are a conditional use, subject to administrative review, conditions and other requirements in Section 5. In accord with Article VIII, Section 15 of the State Constitution and related municipal code and ordinance provisions, the City consents to the use of Public Rights-of-Way by permit holders acting in compliance with this Ordinance.

(b) **Permit Required.** No person shall place a Small Wireless Facility in a Covered Area without first filing a Small Wireless Facility Application and obtaining a permit, except as otherwise provided in this Ordinance.

(c) **Permit Applications.** All Small Wireless Facility Applications filed pursuant to this Ordinance shall be on a form, paper or electronic, as required by the City. The Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly, and the City shall endeavor to protect materials so designated from public disclosure to the fullest extent permitted by state law.

(d) **Application Requirements.** The Small Wireless Facility permit Application shall be made by the Applicant , or its duly authorized representative as noted in a notarized statement from a Person with the Applicant with authority to make such an authorization, and shall contain the following:

- (i) The Applicant’s name, address, telephone number and e-mail address;
- (ii) Facility owner’s name, address, telephone number and email address, if different from Applicant;
- (iii) Intended facility use: owner operated or owner leased capacity;
- (iv) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application;
- (v) A general description of the proposed scope of work for the Collocation of the Small Wireless Facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters, including but not limited to sub-surface utilities, likely to be affected or impacted by the work proposed;

- (vi) Identification of any consultant that is acting on behalf of the Applicant and that is authorized to speak with the City, or a designee of the City, on the area of consultation for the Applicant even if the Applicant cannot be available;
 - (vii) Verification from an appropriate representative of the Applicant that the Small Wireless Facility shall comply with all Applicable Codes;
 - (viii) Verification of payment of the annual municipal consent or administrative fee for telecommunications companies to use Public Rights-of-Ways pursuant to Section 58-9-2230;
 - (ix) Verification of local business license, if applicable;
 - (x) Evidence the Applicant is duly authorized to do business in South Carolina;
 - (xi) Evidence the Applicant has received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the Federal Communications Commission or evidence that it is not required;
 - (xii) A copy of an approved South Carolina Department of Transportation encroachment permit and all documents required by SCDOT as part of the encroachment permit application, if the proposed location is within a SCDOT Right-of-Way; and,
 - (xiii) If the proposed location is outside of a SCDOT Right-of-Way, a statement that the Applicant has a lease, attachment agreement or other authorization from the owner of the Utility Pole or structure proposed for Collocation.
- (e) **Routine Maintenance and Replacement.** An Application shall not be required for:
- (i) Routine maintenance;
 - (ii) The replacement of a Small Wireless Facility with another Small Wireless Facility that is substantially similar or smaller in size, weight, and height; or
 - (iii) The installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are strung on cables between existing Utility Poles and/or Wireless Support Structures in compliance with the National Electrical Safety Code by a Wireless Services Provider or a Wireless Infrastructure Provider that is authorized to occupy the Public Rights-of-Way and that is remitting a consent, franchise, or administrative Fee pursuant to S.C. Code Ann. § 58-9-2230.

(f) **Information Updates.** Any amendment to information contained in a permit Application shall be submitted in writing to the City within ten (10) business days after the change necessitating the amendment.

(g) **Consolidated Application.** An Applicant seeking to Collocate multiple Small Wireless Facilities may, at the Applicant's discretion, file a consolidated Application and receive a single permit for up to twenty (20) Small Wireless Facilities. Provided, however, the City's denial of any site or sites within a single Application shall not affect other sites submitted in the same Application. The City shall grant a permit for any and all sites in a single Application that it does not deny subject to the requirements of this Section.

(h) **Application Fees.** Unless otherwise provided by law, and except as to telecommunication companies exempted pursuant to S.C. Code § 58-9-2230, all Applications for permits pursuant to this Ordinance shall be accompanied by a Fee of \$100.00 for each Small Wireless Facility, except that the Fee for Small Wireless Facilities addressed in a consolidated Application shall be \$100.00 each for the first five Small Wireless Facilities and \$50.00 for each additional Small Wireless Facility up to a maximum of twenty (20) Small Wireless Facilities. For clarity, any Applicant that pays either a franchise, consent Fee, or administrative Fee pursuant to the requirements of S.C. Code § 58-9-2230 shall not be required to pay any building permit Fee, zoning permit Fee, encroachment Fee, degradation Fee, or any other Fee assessed on a telecommunications provider for its occupation of or work within the ROW.

(i) **Interference with Public Safety Equipment.** A Small Wireless Facility shall be operated and maintained in a manner that does not interfere with public safety (police, traffic control, fire and emergency services) equipment.

Section 4. Action on Permit Application.

(a) **Review of Small Wireless Facility Applications.** The City shall review the Application for a Small Wireless Facility permit for conformity with applicable requirements of this Ordinance, and shall issue a permit on nondiscriminatory terms and conditions subject to the following requirements:

(i) Within ten (10) days of receiving an Application, the City must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the City must specifically identify the missing information.

(ii) Make its final decision to approve or deny the Application within sixty (60) days of submission of a completed Application .

(iii) Notify the Applicant in writing of its final decision, and if the Application is denied, specify the basis for a denial, including citations to federal, state or local code provisions and/or statutes on which the denial was based.

(iv) Notwithstanding an initial denial, the Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial, and the City shall approve or deny the revised Application within thirty (30) days of receipt of it. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

(b) **Review Deadline.** If the City fails to act on an Application within the sixty (60) day review period (or within the thirty (30) day review period for an amended Application), the Applicant may provide notice that the time period for acting has lapsed and the Application is then deemed approved.

(c) **Review of Eligible Facilities Requests.** Notwithstanding any other provisions of this Ordinance, the City shall approve and may not deny Applications that constitute eligible facilities requests for modification of an eligible support structure that does not substantially change the physical dimensions of such structure as provided in 47 CFR 1.40001, within sixty (60) days according to the procedures established under 47 CFR 1.40001(c).

(d) **Compensation.** Subject to the limitations set forth in Section 3(h) herein, every permit shall include as a condition the Applicant's agreement to pay such lawful franchise Fees, business license taxes, administrative Fees and consent Fees as are permitted under applicable South Carolina and federal law. The Applicant shall also pay all applicable ad valorem taxes, service Fees, sales taxes, or other taxes and Fees as may now or hereafter be lawfully imposed on other businesses within the City.

Section 5. *Requirements for Small Wireless Facilities in Covered Areas.*

(a) **Administrative Review.** The City shall perform an administrative review of permit Applications including the location or installation of new, modified, or replacement Utility Poles and/or Wireless Support Structures and the attachment of Wireless Facilities and equipment on

Utility Poles or Wireless Support Structures. Review factors, in addition to location, shall include the size, shape, color, texture, and materials of the structures and attachments.

(i) Wireless Facilities shall be designed to not be significantly more readily apparent or plainly visible (to a reasonable person of ordinary sensibilities) from Covered Areas than existing utility structures, poles and equipment located within five hundred (500) linear feet on the same Covered Area as the subject Utility Pole or Wireless Support Structure.

(ii) Where Small Wireless Facilities are determined to be appropriate, the use of reasonable stealth and concealment treatments, low profile equipment and control boxes, and screening shall be required to avoid significant negative impacts on the character and visual aesthetics of the area. However, such requirements may be waived by the City upon a showing that the particular location of a Small Wireless Facility does not warrant stealth or concealment treatments or imposes an excessive expense. The waiver shall be granted or denied within forty-five (45) days after the date of the request.

(iii) Supplemental review districts identified in Section 5(c) and listed in Appendix A may be subject to a higher level of review.

(b) **Maximum Height of Permitted Use.**

(i) The height of an Antenna of a Collocated Small Wireless Facility shall be limited to the greater of ten (10) feet above (a) the height of an existing or modified Utility Pole or Wireless Support Structure; or (b) the height of a new Utility Pole or Wireless Support Structure as provided in (ii) below.

(ii) The height of a new or modified Utility Pole, or Wireless Support Structure is limited to the greater of (a) the tallest Utility Pole, excluding Transmission Poles, or Wireless Support Structure located in the same Covered Area, measured from grade, in place within five hundred (500) linear feet on the same Covered Area as the subject Utility Pole or Wireless Support Structure as of the effective date of this Ordinance; or (b) in the absence of any such Utility Pole or Wireless Support Structure, either (i) forty (40) feet in any area zoned exclusively for single family residential use, unless a waiver is granted for good cause shown, or (ii) fifty (50) feet in any other area.

(iii) Collocation is not allowed on a Decorative Pole less than twenty (20) feet in height.

(c) **Supplemental Review Districts.** Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures located in supplemental review districts shall be a conditional use and subject to the design and aesthetic requirements and review processes for structures specified in Zoning Ordinance Section 6.10 establishing the supplemental review district(s) in addition to the requirement of this Article, provided that the City will work in good faith with the Applicant to accommodate the installation of Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures in supplemental review districts to the fullest extent practicable. The City reserves its right to maintain and implement the following types of supplemental review districts.

(i) **Underground Districts.** A Wireless Services Provider or a Wireless Infrastructure Provider shall comply with nondiscriminatory requirements that prohibit electric utilities, telecommunications or cable providers from installing above-ground structures in the Covered Area in these districts. Nothing in this section shall prohibit the use or replacement of existing Utility Poles or Wireless Support Structures in Underground Districts for the Collocation of Small Wireless Facilities subject to administrative review by the zoning administrator, appropriate design and concealment and a finding that such use does not increase the height by more than three (3) feet.

(ii) **Historic and Design Districts.** As a condition for approval of new Small Wireless Facilities or new Wireless Support Structure in a Historic District or a Design District, the City requires that a Wireless Services Provider or a Wireless Infrastructure Provider comply with the design and aesthetic standards of the Historic District or Design District to minimize the impact to the aesthetics in a Historic District or on a Design District's Decorative Poles. If design and concealment treatments are determined on review by the City to be insufficient to mitigate harm to the Historic District or Design District, the Application may be denied.

This section may not be construed to limit a municipality's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

(d) **Appeals, Special Exceptions and Variance Requirements.** Appeals of administrative decisions and requests for special exceptions and variances from the provisions of this Ordinance, when strict application would result in an unnecessary hardship or in the inability to deploy needed Small Wireless Facilities, shall be heard and decided by the Board of Zoning Appeals or equivalent board for architectural, design or historical district reviews. An applicant seeking a Special Exception to construct a new Decorative Pole, Utility Pole or other Wireless Support Structure to Collocate a Small Wireless Facility in an Underground District shall demonstrate, including certification through an engineer, that it has diligently attempted to locate the proposed Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility outside of the Underground District and that placement of the Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility within the Underground District is necessary to provide the needed wireless coverage or capacity, and one or more of the following conditions exist supporting a Special Exception:

- (i) No existing Utility Pole or Wireless Support Structure is located within the location search radius or to the extent a Utility Pole or Wireless Support Structure is located within the search radius, such Utility Pole or Wireless Support Structure:
 - a. Is not available for Collocation under commercially reasonable rates, terms, and conditions;
 - b. Cannot accommodate the Collocation of the Small Wireless Facility and meet the technical requirements necessary to deliver adequate wireless service coverage or capacity; or
 - c. Would require modifications exceeding the three (3) feet height limitation imposed in section 5(c)(i).
- (ii) The only available option to deliver adequate wireless service coverage or capacity in the search radius requires modifications to an existing Utility Pole or Wireless Support Structure exceeding the three (3) feet height limitation imposed

in section 5(c)(i) or the installation of a new Utility Pole or Wireless Support Structure for Collocation of a Small Wireless Facility, or

(iii) The applicant has demonstrated other circumstances that, in the reasonable discretion of the [board, etc.], warrant a special exception or variance.

The Applicant shall abide by the design, stealth and concealment treatments imposed as conditions of the special exception.

(e) **Existing Supplemental Review Districts.** Supplemental review districts approved by the City as of the effective date of this Ordinance are listed in Appendix A. The Code provisions authorizing the district, applicable design guidelines or manual, review authority and appeal jurisdiction are specified in Appendix A. Nothing in this Ordinance shall prohibit or otherwise limit the City from establishing additional supplemental review districts, provided however, that facilities and structures for which a permit was approved or deemed approved pursuant to this Ordinance prior to the establishment of the additional supplemental review district remain subject to the provisions of this Ordinance, including routine maintenance and replacement of those facilities and structures as set out in Section 3(e)(i) and (ii) of this Ordinance, and not to any provisions otherwise applicable to the additional supplemental review district. If a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily replaces such facilities in a manner that does not comply with Section 3(e)(ii) of this Ordinance, or if a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily relocates such facilities, such replacement or relocation is subject to the then-existing provisions and requirements of the additional supplemental review district.

(f) **Repair of Damage.** A Wireless Services Provider or a Wireless Infrastructure Provider shall repair all damage to a City Right-of-Way directly caused by the activities of the Wireless Services Provider or the Wireless Infrastructure Provider, while occupying, installing, repairing, or maintaining Wireless Facilities, Wireless Support Structures, City Utility Poles, or Utility Poles and to return the Right-of-Way to its functional equivalence before the damage. If the Wireless Services Provider or the Wireless Infrastructure Provider fails to make the repairs required by the City within forty-five (45) days after written notice, unless the City and the Wireless Services Provider or the Wireless Infrastructure Provider agree in writing to a longer time period, the City may undertake those repairs and charge the applicable party the reasonable and documented cost of the repairs. The City may maintain an action to recover the costs of the repairs.

(g) **Design Standards.** The purpose of the design standards is to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless services to the community. All Wireless Facilities in the covered area shall comply with all applicable provisions in this Article. In the event that any other law, regulation, or code requires any more restrictive structural design and/or construction requirements, the most restrictive requirement will control. All Small Wireless Facilities (“SWF’s”) shall

- (i) emulate an architectural or landscape feature typical of, or appropriate to, the surrounding area;
- (ii) complement the style, height, bulk mass, material and color of existing buildings, structures, vegetation, or uses within the surrounding area;
- (iii) preserve existing vegetation and scenic view sheds;
- (iv) respect existing topography, including minimizing the extent to which the proposed SWF’s would be a dominant feature upon a hill, crest, ridgeline, or other topographical high point;
- (v) conceal internally all wiring and antenna equipment
- (vi) match color of SWF equipment with existing poles, buildings, and background; and
- (vii) use decorative metal or fiberglass supports consistent with redevelopment or aesthetic efforts in the area.

Section 6. *Effect of Permit.*

(a) **Authority Granted: No Property Right or Other Interest Created.** A permit from the City authorizes an Applicant to undertake only certain activities in accordance with the Ordinance, and does not create a property right or grant any authority whatsoever to the Applicant to impinge upon the rights of others who may already have an interest in the Covered Area.

(b) **Duration.** Unless construction has actually begun and is diligently pursued to completion at that point, no permit for construction issued under this Ordinance shall be valid for a period longer than twelve (12) months unless both City and Applicant agree to a reasonable extension and all required Fees are paid for the term regardless of construction. The inability of the Applicant to obtain electrical power or backhaul transport services to serve the Wireless Facility such that it is operational within the twelve (12) months due to the action or inaction of third-party utility providers shall not result in the invalidity of the permit.

Section 7. Removal, Relocation or Modification of a Small Wireless Facility in the ROW.

(a) **Notice.** Within ninety (90) days following written notice from the City, a Wireless Services Provider or a Wireless Infrastructure Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Wireless Facilities or Wireless Support Structures within the Rights-of-Way whenever the City, in its reasonable discretion, has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Rights-of-Way.

(b) **Emergency Removal or Relocation of Facilities.** The City retains the right to cut or move any Wireless Facility or Wireless Support Structure located within its Rights-of-Way as the City, in its reasonable discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the Wireless Services Provider or the Wireless Infrastructure Provider and provide opportunity to move its own Wireless Facilities or Wireless Support Structure prior to the City cutting or removing a Wireless Facility or Wireless Support Structure and the City shall notify the Wireless Services Provider or the Wireless Infrastructure Provider after cutting or removing a Wireless Facility.

(c) **Abandonment of Facilities.** Upon abandonment of a Wireless Facility or Wireless Support Structure within the City Rights-of-Way, the Wireless Services Provider or the Wireless Infrastructure Provider shall notify the City within ninety (90) days of such abandonment. Following receipt of such notice the City may direct the Wireless Services Provider or the Wireless Infrastructure Provider to remove all or any portion of the Wireless Facility or Wireless Support Structure if the City, in its sole discretion, determines that such removal will be in the best interests of the public health, safety, and welfare.

(d) **Abandonment by Inaction.** At any point when a Wireless Services Provider or a Wireless Infrastructure Provider fails to pay any required Fee, or annual payment to the City, and fails to respond within sixty (60) days to a written inquiry from the City as to whether the Wireless Services Provider or the Wireless Infrastructure Provider intends to continue to operate a Wireless Facility or Wireless Support Structure, for whatever reason, the Wireless Facility shall be deemed abandoned and the City may, at its sole option, remove all or any portion of the Wireless Facility

or Wireless Support Structure, or take other action as authorized by law, including recovery of actual costs incurred in removing the Wireless Facility or Wireless Support Structure.

Section 8. Attachment to City-Owned Utility Poles in the Covered Areas.

(a) **Annual Rate.** The rate to place a Small Wireless Facility on a City-Owned Pole in Covered Areas shall be fifty (\$50.00) dollars per year per wooden pole or two hundred (\$200.00) dollars per year for all other City-Owned Poles. This rate is in addition to reimbursement to the City for any expenses for make-ready work. The City reserves the right to require a pole attachment agreement to further define the terms and conditions of attachments to City-Owned Poles. The rates specified in this section shall not apply to poles owned, or operated and accounted for as an asset of, a municipal electric utility.

(b) **Cease Payment.** A Wireless Services Provider or a Wireless Infrastructure Provider is authorized to remove its facilities at any time from a City-Owned Pole in Covered Areas and cease paying the annual rate to the City as of the next due date for payment following the removal.

(c) **Make-Ready.** For City-owned Utility Poles in Covered Areas, the Applicant shall reimburse the City for expenses for any reasonable make-ready work. The City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Small Wireless Facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the Wireless Services Provider or the Wireless Infrastructure Provider.

(d) **Municipal Utilities Excluded.** Nothing in this section shall be construed to affect the authority of a municipal electric utility to deny, limit, restrict, or determine the rates, Fees, terms, and conditions for the use of or attachment to a Utility Pole owned, or operated and accounted for as an asset of, a municipal electric utility.

Section 9. Severability.

In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the Ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

Appendix A: See Section 6.10 (“Design Overlay District”).

This Ordinance shall be effective from the date of second reading approval by Council.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2018.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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





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Memorandum

To: Mayor and Council

From: Rachele Moody, Assistant to the City Manager

Date: August 6, 2018

Subject: Resolution in Support of a Municipal State Highway Project

Issue

The South Carolina Department of Transportation (SCDOT), at the request of the City of Cayce, and through a combination of Transportation Assistance Program (TAP) grant funds and City funds, will construct a sidewalk along Julius Felder Street from N. Eden Drive to Hemlock Street.

Discussion

The City of Cayce has received federal TAP grant funding to construct a sidewalk along Julius Felder Street. This project has been in the planning and fund development process since 2013. With TAP grant-funded projects, SCDOT performs all project management. SCDOT has prepared drawings for the sidewalk construction and plans to advertise for bids on September 3, 2018. The project will be let on October 9, 2018 with construction soon to follow. Sidewalk construction along the west side of Julius Felder Street, from N. Eden Drive to Hemlock Street, will be complete by the end of the year.

Prior to construction, the SCDOT has required the City sign a resolution in support of the project and authorize the construction and improvements of the road.

Attached for review are the following documents:

- Resolution
- Sidewalk location map
- Construction drawings

Future plans: the third, and final, phase of sidewalk construction is planned to occur in 2020 (also at the direction of SCDOT). This portion will run from Hemlock Street to Frink Street.

Recommendation

Staff recommends Council approves the resolution in support of the Municipal State Highway Project Agreement and authorize the Mayor to sign.

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) **RESOLUTION**

Road/Route **Julius Felder Street (S-609)**
Project ID No. **P026848**

WHEREAS, the South Carolina Department of Transportation (“SCDOT”) proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the **City of Cayce** (hereinafter, “the City”).

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with plans to be prepared by the SCDOT (“the Project Plans”).

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1991), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the Project Plans. The foregoing consent shall be the sole approval necessary from the City for SCDOT to complete the project under the Project Plans and constitutes a waiver of any and all other requirements with regard to construction within the City’s limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the City will assist SCDOT in causing all water and sewer manholes, valves, or fire hydrants, located within the existing right-of-way to be relocated at the City’s expense, except where the City can demonstrate a prior right of occupancy. To the extent that City-owned utilities are to be relocated, those utility lines and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT. SCDOT shall not be liable for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT’s “A Policy for Accommodating Utilities on Highway Rights-of-Way.”

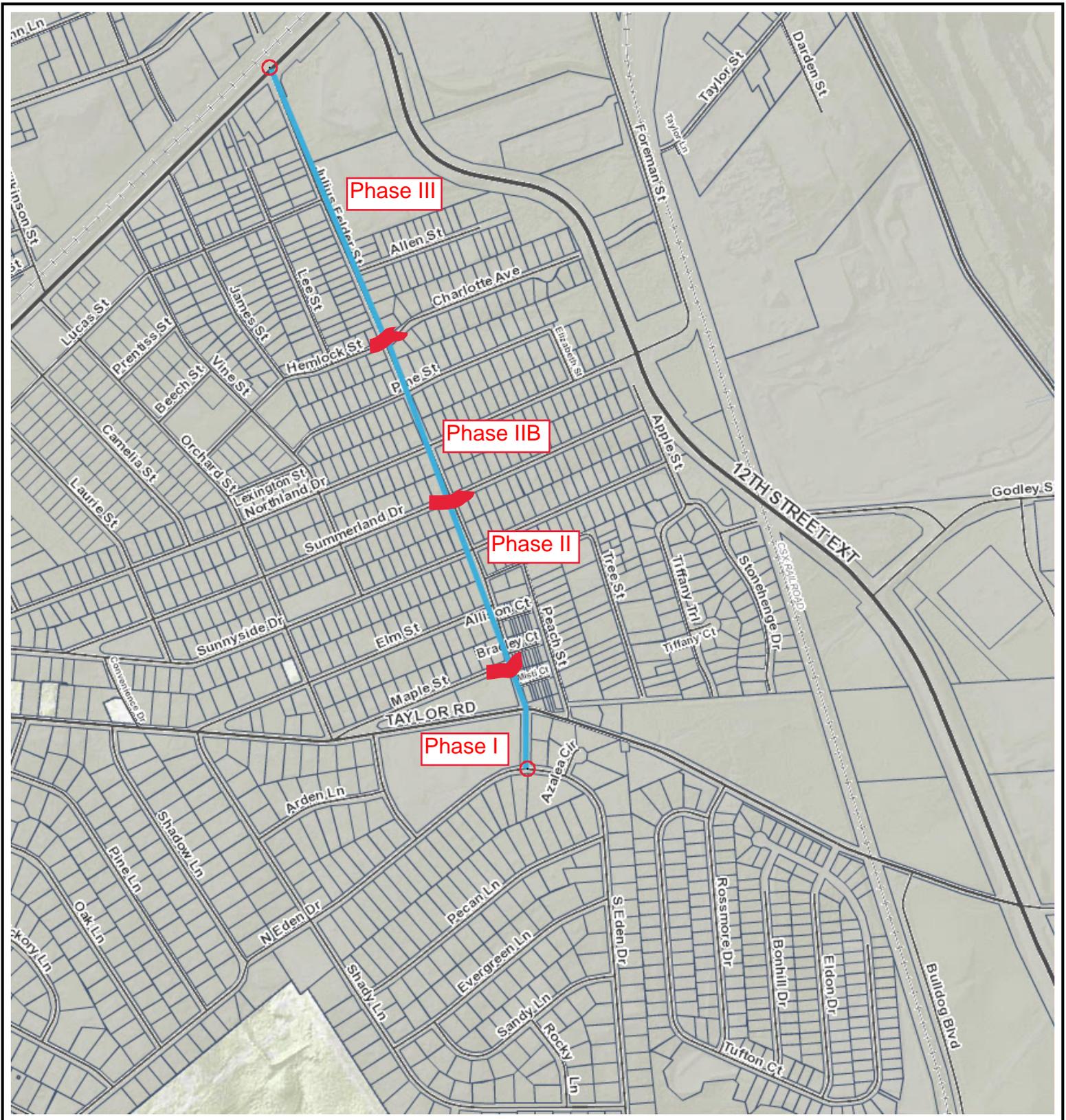
BE IT FURTHER RESOLVED, that the City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this _____ day of _____, 20_____, and the original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia.

Dated: _____, South Carolina
Municipality

ATTEST: _____
By: _____
Mayor

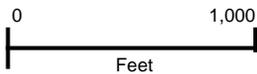
Clerk



Julius Felder Sidewalk Map

All Phases

August 6, 2018



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South Carolina Department of Transportation



PROPOSED PLANS FOR

LEXINGTON COUNTY PROJECT ID P026848 ROAD S-609 (JULIUS FELDER ST.) FROM: RD. S-630 TO: RD. S-457

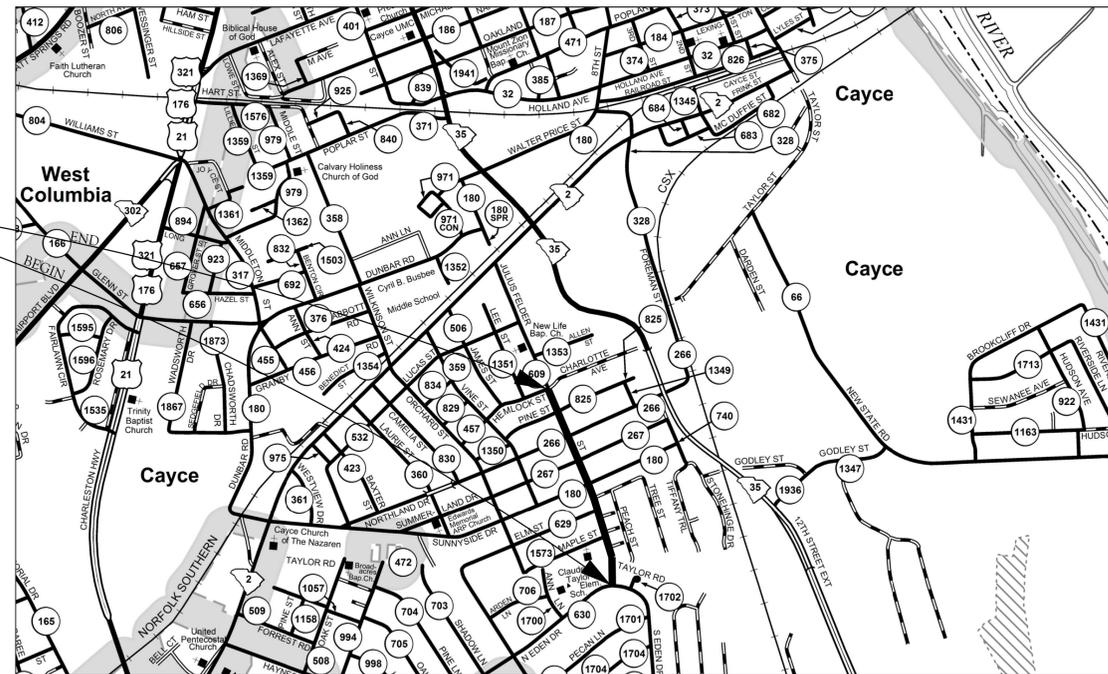
INDEX OF SHEETS

SEE SHEET IL1 FOR INDEX

Design Reference for these plans is the:
3R
These plans were designed in accordance with 3R principles.

| NPDES PERMIT INFORMATION | |
|--|-------------|
| Disturbed Area = | 0.4 Acre(s) |
| Project Area = | 2.4 Acre(s) |
| Approximate Location of Roadway is | |
| Begin | |
| Latitude | 33°57'22" |
| Longitude | 81°03'33" |
| End | |
| Latitude | 33°57'47" |
| Longitude | 81°03'43" |
| Hydraulic and NPDES Design provided by: | |
| SCDOT | |
| Designs may be obtained from the SCDOT Regional Production Group | |

PROJECT ID P026848 ROAD S-609 (JULIUS FELDER ST.)
STA. 10+13.32 TO STA. 37+34.89
SEE SHEET NO. 6-10



LEXINGTON COUNTY MAP

| ENVIRONMENTAL PERMIT INFORMATION | | | |
|----------------------------------|---|--|--|
| USACE PERMIT | ___YES | <input checked="" type="checkbox"/> NO | |
| NEPA DOCUMENT | <input checked="" type="checkbox"/> YES | ___NO | |
| 401 CERTIFICATION | ___YES | <input checked="" type="checkbox"/> NO | |
| OCRM CAP | ___YES | <input checked="" type="checkbox"/> NO | |
| NAVIGABLE WATERS | ___SC | ___USCG | ___USACE <input checked="" type="checkbox"/> N/A |

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SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?
YES / (NO)

| TRAFFIC DATA | | | |
|--------------|--------|-----|---|
| 2018 | ADT | 150 | |
| 2038 | ADT | 350 | |
| | TRUCKS | 5 | % |

| LAYOUT | | |
|-------------------------|-------|-------|
| N.T.S. | | |
| NET LENGTH OF ROADWAY | 0.515 | MILES |
| NET LENGTH OF BRIDGES | 0.000 | MILES |
| NET LENGTH OF PROJECT | 0.515 | MILES |
| LENGTH OF EXCEPTIONS | 0.000 | MILES |
| GROSS LENGTH OF PROJECT | 0.515 | MILES |

EQUALITIES IN STATIONING
NONE

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

RPG 3 - MIDLANDS PRODUCTION GROUP - M.A.S., J.P.M., T.K.C.

| | RIGHT-OF-WAY | | CONSTRUCTION | |
|--------------------------------------|--------------|------|--------------|------|
| | INITIAL | DATE | INITIAL | DATE |
| RPG - ROAD | | | | |
| RPG - HYDROLOGY | | | | |
| RPG - STRUCTURES | | | | |
| RPG - GEOTECHNICAL | | | | |
| PRECONSTRUCTION SUPPORT - ROAD | | | | |
| PRECONSTRUCTION SUPPORT - STRUCTURES | | | | |
| RPG - DESIGN MANAGER | | | | |
| RPG - PROGRAM MANAGER | | | | |

For Right Of Way Acquisition:
SEE SHEET 1A FOR SIGNATURES
CHRIS R. LACY, P.E. Date
REGIONAL PRODUCTION DESIGN MANAGER - MIDLANDS

ENGINEER OF RECORD

FOR CONSTRUCTION: CHRIS R. LACY, P.E. DATE
REGIONAL PRODUCTION DESIGN MANAGER - MIDLANDS



South Carolina Department of Transportation

INDEX OF SHEETS

SEE SHEET IL1 FOR INDEX

PROPOSED PLANS FOR LEXINGTON COUNTY

PROJECT ID P026848

ROAD S-609 (JULIUS FELDER ST.)

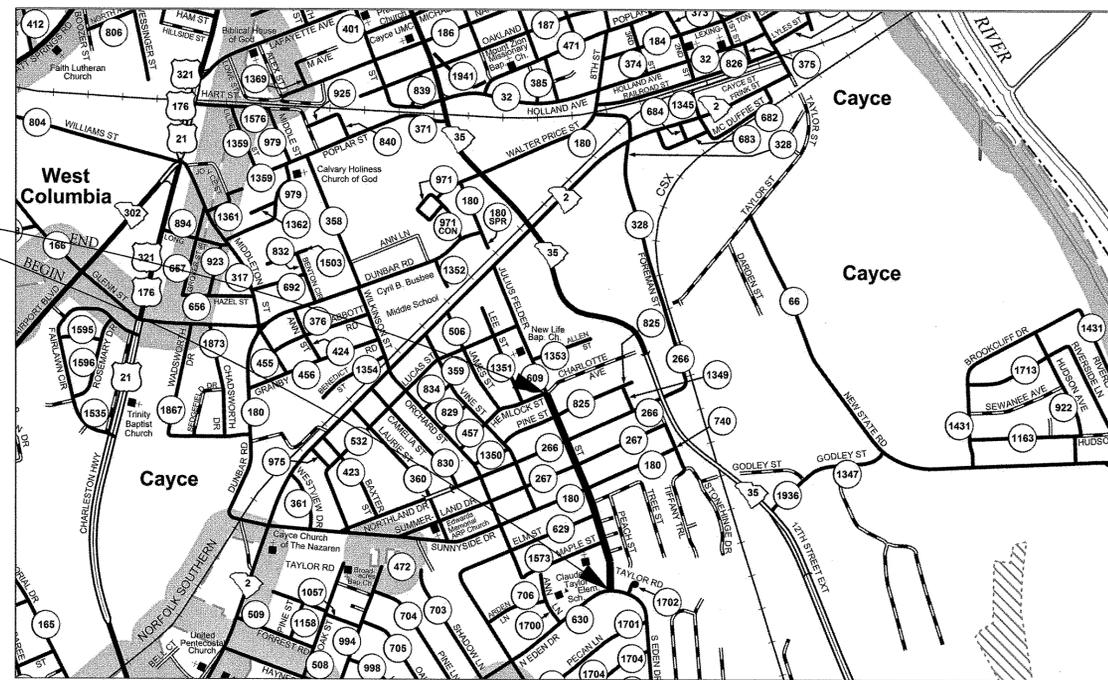
FROM: RD. S-630 TO: RD. S-457

Design Reference for these plans is the:

These plans were designed in accordance with 3R principles.

| NPDES PERMIT INFORMATION | |
|--|---------------|
| Disturbed Area = | 0.400 Acre(s) |
| Project Area = | 0.800 Acre(s) |
| Approximate Location of Roadway is | |
| Begin | |
| Latitude | 33°57'22" |
| Longitude | 81°03'33" |
| End | |
| Latitude | 33°57'47" |
| Longitude | 81°03'43" |
| Hydraulic and NPDES Design provided by: | |
| SCDOT | |
| Designs may be obtained from the SCDOT Regional Production Group | |

PROJECT ID P026848 ROAD S-609 (JULIUS FELDER ST.)
STA. 10+13.32 TO STA. 37+34.89
SEE SHEET NO. 6-10



LEXINGTON COUNTY MAP

| ENVIRONMENTAL PERMIT INFORMATION | | | |
|----------------------------------|---|--|---|
| USACE PERMIT | ___ YES | <input checked="" type="checkbox"/> NO | |
| NEPA DOCUMENT | <input checked="" type="checkbox"/> YES | ___ NO | |
| 401 CERTIFICATION | ___ YES | <input checked="" type="checkbox"/> NO | |
| OCRM CAP | ___ YES | <input checked="" type="checkbox"/> NO | |
| NAVIGABLE WATERS | ___ SC | ___ USCG | ___ USACE <input checked="" type="checkbox"/> N/A |

| | RIGHT-OF-WAY | | CONSTRUCTION | |
|--------------------------------------|--------------|----------|--------------|------|
| | INITIAL | DATE | INITIAL | DATE |
| RPG - ROAD | MAJ | 9/1/16 | | |
| RPG - HYDROLOGY | RGL | 10-26-16 | | |
| RPG - STRUCTURES | | | | |
| RPG - GEOTECHNICAL | | | | |
| PRECONSTRUCTION SUPPORT - ROAD | RJK | 10/27/16 | | |
| PRECONSTRUCTION SUPPORT - STRUCTURES | | | | |
| RPG - DESIGN MANAGER | om | 10/27/16 | | |
| RPG - PROGRAM MANAGER | JMM | 9/15/16 | | |

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

CALL 811

SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM

ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?

YES / NO

| TRAFFIC DATA | | |
|--------------|--------|-----|
| 2018 | ADT | 150 |
| 2038 | ADT | 350 |
| | TRUCKS | 5 % |

| LAYOUT | | |
|-------------------------|-------|-------|
| N.T.S. | | |
| NET LENGTH OF ROADWAY | 0.515 | MILES |
| NET LENGTH OF BRIDGES | 0.000 | MILES |
| NET LENGTH OF PROJECT | 0.515 | MILES |
| LENGTH OF EXCEPTIONS | 0.000 | MILES |
| GROSS LENGTH OF PROJECT | 0.515 | MILES |

EQUALITIES IN STATIONING

NONE

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

RPG 3 - MIDLANDS PRODUCTION GROUP - M.A.S., J.P.M., T.K.C.

For Right Of Way Acquisition:

10/27/16
CHRISTOPHER R. LACY, P.E. Date
REGIONAL PRODUCTION DESIGN MANAGER - MIDLANDS

ENGINEER OF RECORD

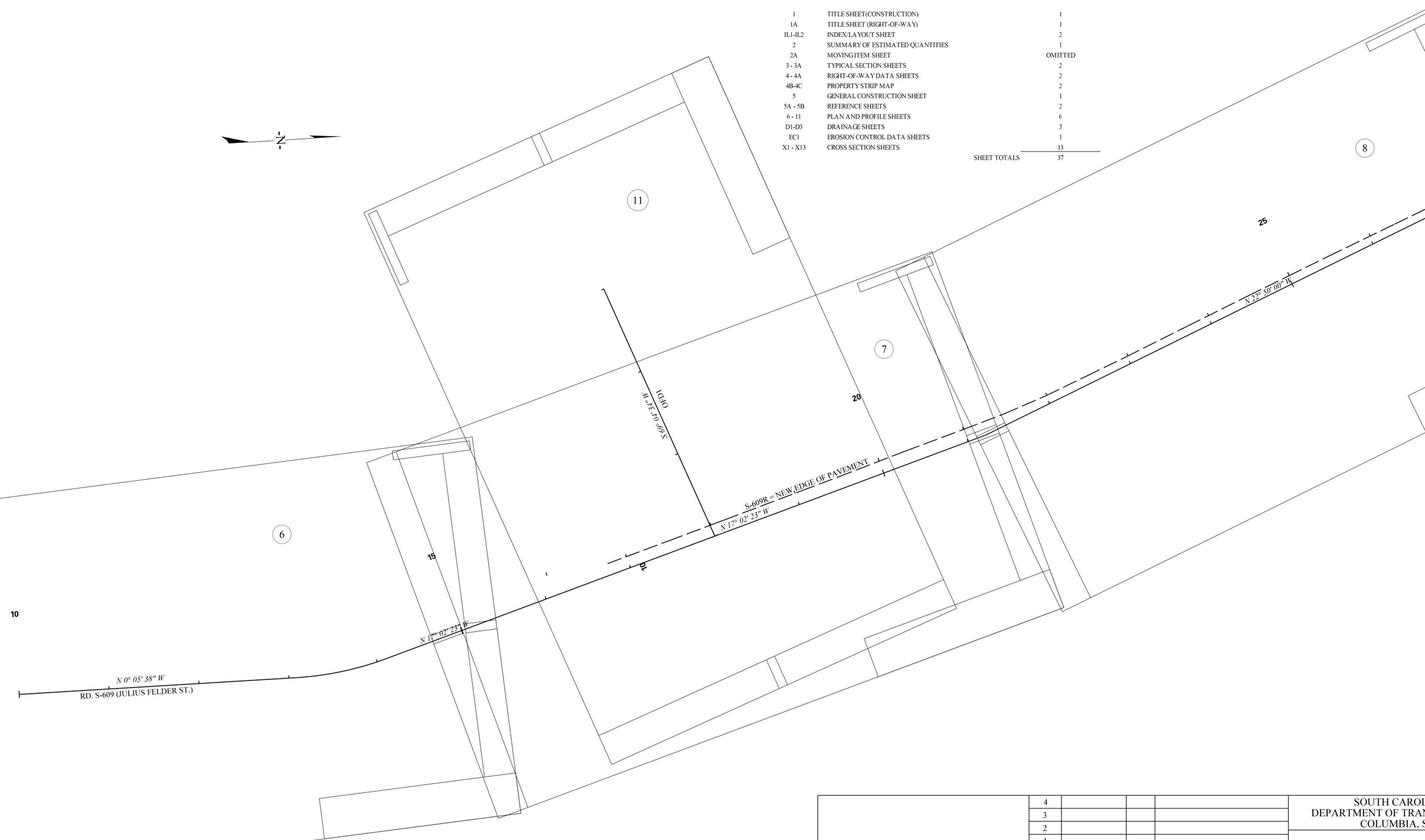
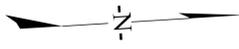
FOR CONSTRUCTION: _____ DATE
CHRISTOPHER R. LACY, P.E.
REGIONAL PRODUCTION DESIGN MANAGER - MIDLANDS

| | | | | | |
|--------------------|-------|-----------|------------|----------|-----------|
| FED. RD. DIST. NO. | STATE | COUNTY | PROJECT ID | ROAD No. | SHEET No. |
| 3 | S.C. | LEXINGTON | P026848 | S-609 | IL1 |

JULIUS FELDER ST.

INDEX OF SHEETS

| SHEET NO. | DESCRIPTION | SHEET SUBTOTALS |
|---------------------|---------------------------------|-----------------|
| 1 | TITLE SHEET (CONSTRUCTION) | 1 |
| 1A | TITLE SHEET (RIGHT-OF-WAY) | 1 |
| IL1-IL2 | INDEX/LAYOUT SHEET | 2 |
| 2 | SUMMARY OF ESTIMATED QUANTITIES | 1 |
| 2A | MOVING ITEM SHEET | OMITTED |
| 3-3A | TYPICAL SECTION SHEETS | 2 |
| 4-4A | RIGHT-OF-WAY DATA SHEETS | 2 |
| 4B-4C | PROPERTY STRIP MAP | 2 |
| 5 | GENERAL CONSTRUCTION SHEET | 1 |
| 5A-5B | REFERENCE SHEETS | 2 |
| 6-11 | PLAN AND PROFILE SHEETS | 6 |
| D1-D3 | DRAINAGE SHEETS | 3 |
| EC1 | EROSION CONTROL DATA SHEETS | 1 |
| X1-X13 | CROSS SECTION SHEETS | 13 |
| SHEET TOTALS | | 37 |



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31-JUL-2017

| | | | |
|----------|----|------|-------------------------|
| REV. NO. | BY | DATE | DESCRIPTION OF REVISION |
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |
| TOPO. | | DATE | |
| DWG. | | DATE | RPG 3B - MIDLANDS |
| R/W | | DATE | |

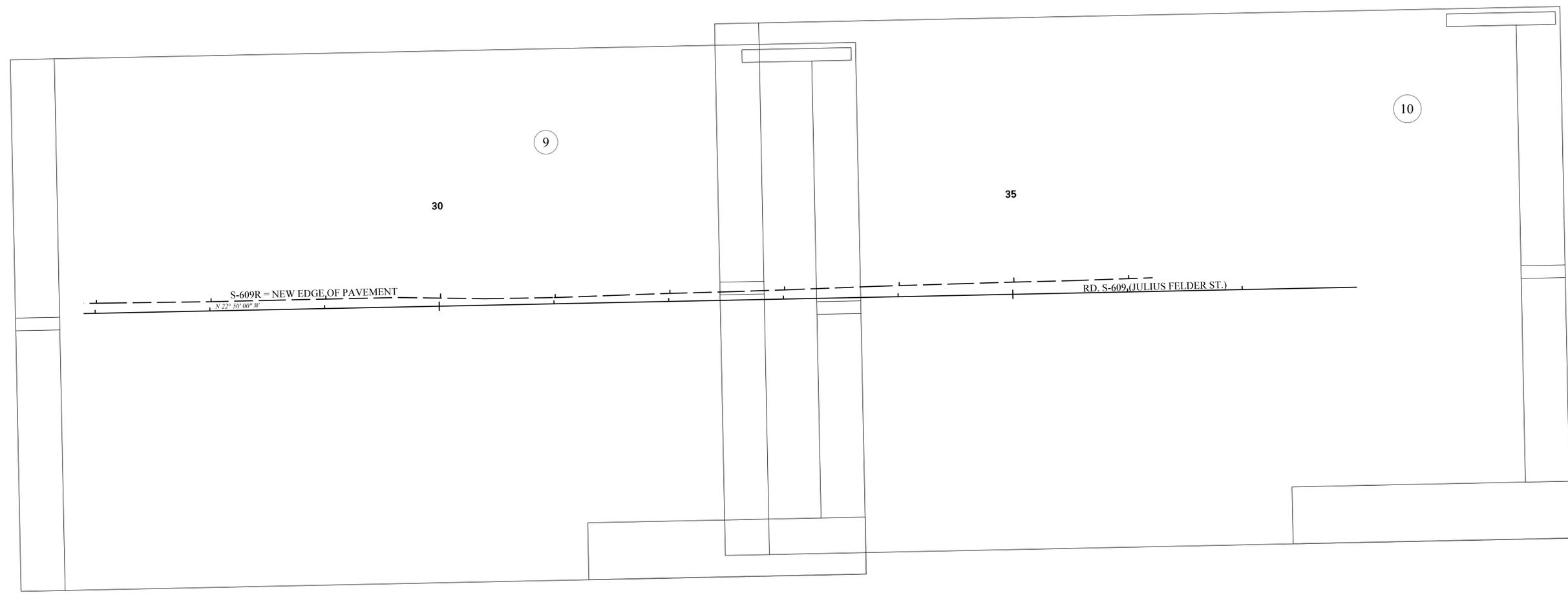
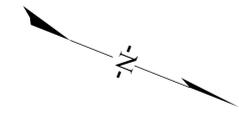
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
COLUMBIA, S.C.

INDEX/LAYOUT SHEET

SCALE 1"=100' RD./RTE, S-609

| | | | | | |
|--------------------|-------|-----------|------------|----------|-----------|
| FED. RD. DIST. NO. | STATE | COUNTY | PROJECT ID | ROAD No. | SHEET No. |
| 3 | S.C. | LEXINGTON | P026848 | S-609 | 1L2 |

JULIUS FELDER ST.



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| 4 | | | |
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| 3 | | | |
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| REV. NO. | BY | DATE | DESCRIPTION OF REVISION |
| TOPO. | | DATE | |
| DWG. | | DATE | RPG 3B - MIDLANDS |
| R/W | | DATE | |

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
COLUMBIA, S.C.

INDEX/LAYOUT SHEET

SCALE 1"=100' RTE. S-609

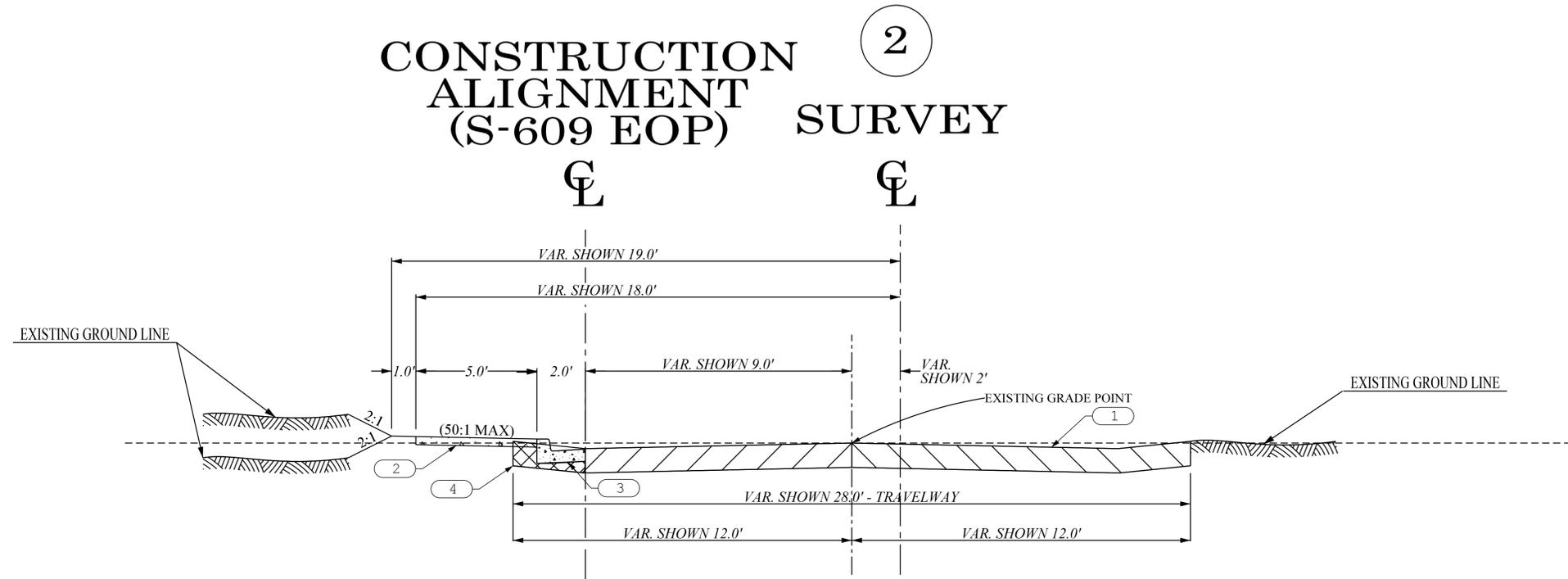
| FED. RD. DIV. No. | STATE | COUNTY | PROJECT ID | ROADROUTE No. | SHEET No. |
|-------------------|-------|-----------|------------|---------------|-----------|
| 3 | S.C. | LEXINGTON | P026848 | S-609 | 3A |

JULIUS FELDER ST.

TYPICAL SECTION OF IMPROVEMENT

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

COLUMBIA, S.C.



USE THIS SECTION ON RD. S-609
FROM STA. 16+18.19 TO STA. 37+34.89

LEGEND

- ① EXISTING PAVEMENT IN PLACE - RETAIN
- ② 5' CONCRETE SIDEWALK (4" UNIFORM)
- ③ 2.0' CONCRETE CURB AND GUTTER
- ④ REMOVE EXISTING PAVEMENT

PAVEMENT DESIGN



FUNCTIONAL CLASS

| | DESIGN SPEED | | |
|-------------------------|--------------|-----------|----------|
| | MPH | FROM STA. | TO STA. |
| URBAN - MAJOR COLLECTOR | RET. EXIST. | 16+18.19 | 37+34.89 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.

TYPICAL SECTION

SCALE 1"V=NTS SCALE 1"H=NTS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY DATA SHEET

| | | | | | |
|-------------------|-------|-----------|------------|----------|-----------|
| FED. RD. DIV. No. | STATE | COUNTY | PROJECT ID | ROAD No. | SHEET No. |
| 3 | S.C. | LEXINGTON | P026848 | S-609 | 4 |

JULIUS FELDER ST.

| TRACT NO. | PROPERTY OWNER | TAX MAP REFERENCE | TOTAL TRACT ACRES | OBTAIN ^A | | | REMAINDER LEFT ACRES ^B | REMAINDER RIGHT ACRES ^B | DATE ACQUIRED | TYPE OF INSTRUMENT | OUTFALL DITCH PERMISSION (YES) | SLOPE PERMISSION (YES) | DRAINAGE STRUCTURE PERMISSION (YES) | EROSION CONTROL PERMISSION (YES) | ENTRANCE CONSTRUCTION PERMISSION (YES) | REMARKS |
|-----------|--|-------------------|-------------------|---------------------|----------|-------|-----------------------------------|------------------------------------|---------------|--------------------|--------------------------------|------------------------|-------------------------------------|----------------------------------|--|---|
| | | | | OUTFALL DITCH ACRES | LEFT | RIGHT | | | | | | | | | | |
| 1 | Ellen L. Bower | 005721-08-003 | 0.47 | | | | | | | | | | | | | |
| 2 | La Quanda Wise; etal. | 005721-08-002 | 0.49 | | | | | | | | | | | | | |
| 3 | Madalyn C. (AKA Mary C.) Dybvik | 005721-08-001 | 1.15 | | | | | | | | | | | | | |
| 4 | Brookland Cayce School District 2 Trustees | 005721-13-001 | 7.90 | | | | | | | | YES | | | | | |
| 5 | Bethany Baptist Church, A Corporation | 005721-05-003 | 1.44 | | | | | | | | YES | | YES | | | |
| 6 | Norwest Properties LLC | 005721-04-016 | 0.27 | | | | | | | | YES | YES | YES | | | |
| 7 | M & B Partnership | 005721-04-017 | 0.24 | | | | | | | | | | | | | |
| 8 | Phil B. & Van B. Hoffman; Trustees | 005721-04-015 | 0.24 | | | | | | | | YES | | YES | | | OBTAIN DRIVE PERMISSION RECONSTRUCT DRIVE |
| 9 | Anita D. Philips | 005721-04-014 | 0.26 | | | | | | | | | | | | | |
| 10 | Amanda Cunningham | 005721-02-015 | 0.31 | | | | | | | | | | YES | | | OBTAIN DRIVE PERMISSION |
| 11 | S. Rhett Inabinet | 005721-02-014 | 0.26 | | | | | | | | | | | | | |
| 12 | Christopher W. & Karen L. Hammond | 005726-08-011 | 0.22 | | | | | | | | | | | | | |
| 13 | Samuel Bolton, Jr. & Emmie M. Lindler | 005726-08-010 | 0.22 | | | | | | | | | | | | | |
| 14 | Jennifer A. Neubert | 005726-07-020 | 0.20 | | | | | | | | | | | | | |
| 15 | Donna Turner | 005726-07-019 | 0.20 | | | | | | | | | | | | | |
| 16 | Victor E. Hitchcock, II | 005726-07-001 | 0.21 | | | | | | | | | | | | | |
| 17 | H.R. Williams, Jr. | 005726-07-002 | 0.21 | | | | | | | | | | | | | |
| 18 | Henry T. & Emily Crim Shuler; Life Est. | 005726-06-019 | 0.21 | | | | | | | | | | | | | OBTAIN DRIVE PERMISSION |
| 19 | Joseph M. & Christina H. Eller | 005726-06-018 | 0.21 | | | | | | | | | | | | | |
| 20 | Gerardo R. Swall | 005726-06-001 | 0.21 | | | | | | | | | | | | | |
| 21 | George A. Camp, Jr.; Trust | 005726-06-002 | 0.21 | | | | | | | | | | | | | |
| 22 | Mignon P. Gardner | 005726-05-021 | 0.26 | | | | | | | | | | | | | |
| 23 | Thomas L., Jr. & Deborah B. Smith | 005726-05-020 | 0.24 | | | | | | | | | | | | | |
| 24 | Connie D. Salyer | 005726-05-001 | 0.22 | | | | | | | | | | | | | |
| 25 | June W. Cadorette | 005726-05-002 | 0.22 | | | | | | | | | | | | | |
| 26 | Rena Stephens | 005726-04-024 | 0.21 | | | | | | | | | | | | | |
| 27 | Bruce O'Neal Brandon | 005726-04-023 | 0.21 | | | | | | | | | | | | | |
| 28 | Melvin Pralour | 005726-04-002 | 0.17 | | | | | | | | | | | | | |
| 29 | Retha Odem | 005726-04-001 | 0.17 | | 12.50 FT | | | | | | | | | | | |
| 30 | Jerry, Sr. & Dorothy G. Harrison | 005726-01-001 | 0.13 | | | | | | | | | | | | | |
| 31 | Vernaree J. Stayce | 005726-01-002 | 0.13 | | | | | | | | | | | | | |
| 32 | Annie M. & Kozie Brown; Willann Thorpe | 005727-05-018 | 0.17 | | | | | | | | | | | | | |
| 33 | Terry Lee Truett | 005721-07-002 | 0.34 | | | | | | | | | | | | | |
| 34 | Thelma W. Glover | 005721-07-001 | 0.39 | | | | | | | | | | | | | |

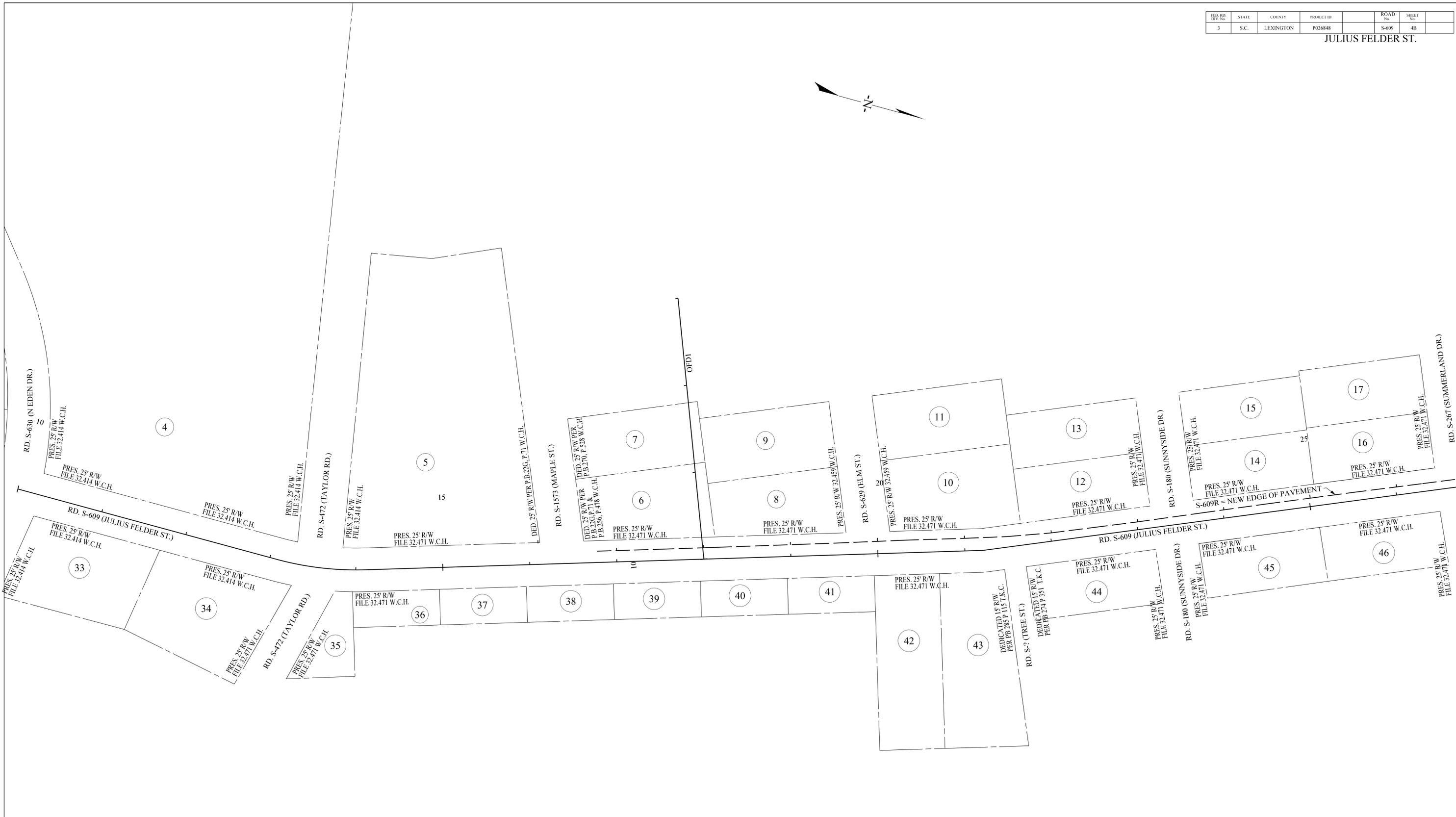
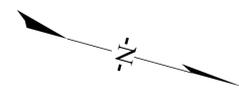
NOTES:
^A TOTAL OBTAIN INCLUDES HIGHLAND, MARSH AND OUTFALL DITCHES. OBTAINS WILL BE SHOWN IN SQUARE FEET AND ACRES. ACRES WILL BE SHOWN IN PARENTHESES UNDER SQUARE FEET. IN RURAL AREAS OBTAINS MAY BE SHOWN IN ACRES ONLY. OUTFALL DITCHES WILL BE SHOWN IN ACRES ONLY.
^B SHOW REMAINDER IN SQUARE FEET WHEN LESS THAN 0.25 ACRE.

REVISIONS

| DATE | TRACT NO. | REMARKS | DATE | TRACT NO. | REMARKS | DATE | TRACT NO. | REMARKS | DATE | TRACT NO. | REMARKS |
|-----------|-----------|----------------|------|-----------|---------|------|-----------|---------|------|-----------|---------|
| 1-30-2017 | 6 | REV. OFD PERM. | | | | | | | | | |
| | | | | | | | | | | | |
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|--------------------|-------|-----------|------------|----------|-----------|
| FED. RD. DIST. NO. | STATE | COUNTY | PROJECT ID | ROAD No. | SHEET No. |
| 3 | S.C. | LEXINGTON | P026848 | S-609 | 4B |

JULIUS FELDER ST.



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| 1 | | | |
| REV. NO. | BY | DATE | DESCRIPTION OF REVISION |
| TOPO. | | DATE | |
| DWG. | | DATE | RPG 3B - MIDLANDS |
| R/W | | DATE | |

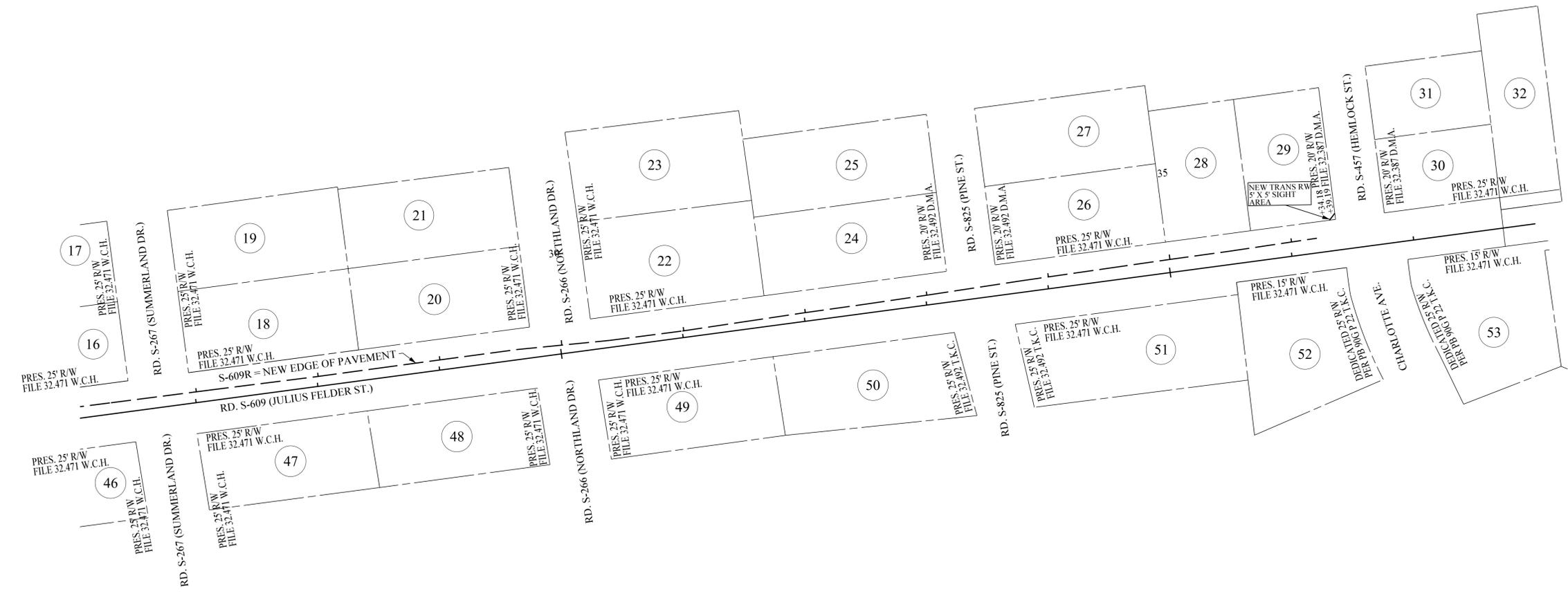
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
COLUMBIA, S.C.

PROPERTY STRIP MAP

SCALE 1"=100' RD./RTE. S-609

| | | | | | |
|--------------------|-------|-----------|------------|----------|-----------|
| FED. RD. DIST. NO. | STATE | COUNTY | PROJECT ID | ROAD No. | SHEET No. |
| 3 | S.C. | LEXINGTON | P026848 | S-609 | 4C |

JULIUS FELDER ST.



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31-JUL-2017

| 4 | | | |
|----------|-----|---------|-------------------------|
| 3 | | | |
| 2 | | | |
| 1 | MAS | 1/12/17 | REVISED NEW RW LABEL |
| REV. NO. | BY | DATE | DESCRIPTION OF REVISION |
| TOPO. | | DATE | |
| DWG. | | DATE | RPG 3B - MIDLANDS |
| R/W | | DATE | |

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
COLUMBIA, S.C.

PROPERTY STRIP MAP

SCALE 1"=100' RTE. S-609

| | | | | | |
|--------------------|-------|-----------|------------|----------|-----------|
| FED. RD. DIST. NO. | STATE | COUNTY | PROJECT ID | ROAD No. | SHEET No. |
| 3 | S.C. | LEXINGTON | P026848 | S-609 | 5A |

JULIUS FELDER ST.

S-609EOP (JULIUS FELDER ST.) HORIZONTAL ALIGNMENT INFORMATION RELOCATION C/L

| | | | | | | | | | |
|------------------------|---------------------------------|----------------|--------------------|----------|--|---|----------------|--------------------|----------|
| Point 100 | N | 772,990.6808 E | 1,981,958.4626 Sta | 16+77.70 | Course from 116 to 117 N 22° 32' 39.84" W Dist 80.1701 | | | | |
| Course from 100 to 101 | N 16° 59' 38.00" W Dist 72.2995 | | | | | | | | |
| Point 101 | N | 773,059.8234 E | 1,981,937.3316 Sta | 17+50.00 | Course from 117 to 118 N 22° 23' 52.41" W Dist 88.5910 | | | | |
| Course from 101 to 102 | N 17° 09' 15.56" W Dist 49.9977 | | | | | | | | |
| Point 102 | N | 773,107.5970 E | 1,981,922.5850 Sta | 18+00.00 | Course from 118 to 119 N 22° 59' 37.53" W Dist 50.0002 | | | | |
| Course from 102 to 103 | N 17° 16' 08.05" W Dist 16.2244 | | | | | | | | |
| Point 103 | N | 773,123.0900 E | 1,981,917.7686 Sta | 18+16.22 | Course from 119 to 120 N 22° 55' 30.02" W Dist 50.0001 | | | | |
| Course from 103 to 104 | N 17° 16' 08.06" W Dist 90.5155 | | | | | | | | |
| Point 104 | N | 773,209.5253 E | 1,981,890.8985 Sta | 19+06.74 | Course from 120 to 121 N 22° 52' 03.75" W Dist 64.5405 | | | | |
| Course from 104 to 105 | N 17° 16' 08.06" W Dist 44.2702 | | | | | | | | |
| Point 105 | N | 773,251.7999 E | 1,981,877.7566 Sta | 19+51.01 | Course from 121 to 122 N 20° 51' 34.56" W Dist 75.7113 | | | | |
| Course from 105 to 106 | N 17° 38' 34.65" W Dist 80.1205 | | | | | | | | |
| Point 106 | N | 773,328.1519 E | 1,981,853.4733 Sta | 20+31.13 | Course from 122 to 123 N 22° 35' 33.69" W Dist 59.7937 | | | | |
| Course from 106 to 107 | N 17° 01' 00.51" W Dist 68.8773 | | | | | | | | |
| Point 107 | N | 773,394.0137 E | 1,981,833.3162 Sta | 21+00.01 | Course from 123 to 124 N 23° 44' 18.71" W Dist 50.0062 | | | | |
| Course from 107 to 108 | N 17° 34' 37.67" W Dist 48.6396 | | | | | | | | |
| Point 108 | N | 773,440.3824 E | 1,981,818.6276 Sta | 21+48.64 | Course from 124 to 125 N 23° 43' 37.46" W Dist 50.0061 | | | | |
| Course from 108 to 109 | N 19° 57' 34.18" W Dist 50.0630 | | | | | | | | |
| Point 109 | N | 773,487.4382 E | 1,981,801.5383 Sta | 21+98.71 | Course from 125 to 126 N 23° 12' 00.07" W Dist 50.0010 | | | | |
| Course from 109 to 110 | N 22° 27' 59.92" W Dist 50.0010 | | | | | | | | |
| Point 110 | N | 773,533.6443 E | 1,981,782.4306 Sta | 22+48.71 | Course from 126 to 127 N 23° 34' 00.04" W Dist 52.4189 | | | | |
| Course from 110 to 111 | N 22° 27' 59.92" W Dist 48.7949 | | | | | | | | |
| Point 111 | N | 773,578.7358 E | 1,981,763.7838 Sta | 22+97.50 | Course from 127 to 128 N 23° 53' 10.52" W Dist 76.7803 | | | | |
| Course from 111 to 112 | N 23° 10' 52.38" W Dist 75.9519 | | | | | | | | |
| Point 112 | N | 773,648.5557 E | 1,981,733.8861 Sta | 23+73.46 | Course from 128 to 129 N 23° 24' 22.57" W Dist 70.8216 | | | | |
| Course from 112 to 113 | N 23° 05' 07.55" W Dist 75.2563 | | | | | | | | |
| Point 113 | N | 773,717.7856 E | 1,981,704.3779 Sta | 24+48.71 | Course from 129 to 130 N 23° 24' 22.57" W Dist 50.0025 | | | | |
| Course from 113 to 114 | N 22° 45' 11.22" W Dist 50.0000 | | | | | | | | |
| Point 114 | N | 773,763.8946 E | 1,981,685.0398 Sta | 24+98.71 | Course from 130 to 131 N 23° 03' 45.05" W Dist 50.0004 | | | | |
| Course from 114 to 115 | N 22° 52' 03.75" W Dist 50.0000 | | | | | | | | |
| Point 115 | N | 773,809.9648 E | 1,981,665.6095 Sta | 25+48.71 | Course from 131 to 132 N 23° 40' 52.49" W Dist 72.1181 | | | | |
| Course from 115 to 116 | N 22° 26' 37.41" W Dist 81.2444 | | | | | | | | |
| Point 116 | N | 773,885.0553 E | 1,981,634.5924 Sta | 26+29.96 | Point 132 | N | 774,797.2015 E | 1,981,247.5318 Sta | 36+20.92 |

S-609 (JULIUS FELDER ST.) CONTROL POINT INFORMATION SURVEY C/L

CP 1 5/8 REBAR W/DISC
N=772122.41880 E=1981639.38710 Z=209.72000
(Not pertinent to any centerline alignment.)

CP 2 5/8 REBAR W/DISC
N=772348.68085 E=1982016.58716 Z=203.27000
Sta. = 10+18.76 Off = -48.16 S-32-609

CP 3 5/8in REBAR
N=772844.96183 E=1982039.14554 Z=191.80000
Sta. = 15+14.74 Off = 21.46 S-32-609

CP 4 5/8in REBAR
N=773438.91676 E=1981849.47063 Z=191.21000
Sta. = 21+36.68 Off = 15.83 S-32-609

CP 5 5/8in REBAR
N=773956.63929 E=1981633.76854 Z=198.19000
Sta. = 26+97.54 Off = 17.93 S-32-609

CP 6 5/8in REBAR
N=774523.94538 E=1981391.51658 Z=194.56000
Sta. = 33+14.39 Off = 14.81 S-32-609

CP 7 5/8 REBAR W/DISC
N=774981.59872 E=1981193.27413 Z=189.24000
Sta. = 38+13.11 Off = 9.69 S-32-609

CP 8 5/8 REBAR W/DISC
N=775429.73025 E=1980993.83325 Z=193.46000
(Not pertinent to any centerline alignment.)

S-609 (JULIUS FELDER ST.) BENCHMARK INFORMATION SURVEY C/L

BM 1 PP 529076
N=772353.40580 E=1982090.70020 Z=202.04000
Sta. = 10+23.36 Off = 25.96 S-32-609

BM 2 PP C9022
N=773495.34450 E=1981905.01180 Z=190.76000
Sta. = 21+67.13 Off = 88.91 S-32-609

BM 3 28in PINE
N=774224.36380 E=1981429.02010 Z=200.34000
Sta. = 30+23.73 Off = -66.88 S-32-609

BM 4 30in OAK
N=774793.16500 E=1981211.37320 Z=186.77000
Sta. = 36+32.42 Off = -46.75 S-32-609

S-609 (JULIUS FELDER ST.) CURVE DATA SURVEY C/L

P.I. = 13+60.00
Δ = 16° 56' 45" (LT)
D = 16° 22' 12"
T = 52.14'
L = 103.52'
E = 3.86'
R = 350.00'

S-609 (JULIUS FELDER ST.) HORIZONTAL ALIGNMENT INFORMATION SURVEY C/L

| | | | |
|----|-----|---|--|
| 9 | PI | Sta. = 10+00.0000 Bearing = N 00°05'38" W 307.8615' | N = 772330.00237 E = 1982064.78171 Z = 202.82000 |
| 10 | PC | Sta. = 13+07.8615 Bearing = N 00°05'38" W SEE NEXT | N = 772637.86342 E = 1982064.27656 Z = 196.36000 |
| 11 | PI | Sta. = 13+60.0002 | N = 772690.00205 E = 1982064.19101 |
| 12 | PT | Sta. = 14+11.3776 Bearing = S 72°57'37" W 350.0001' | N = 772739.85196 E = 1982048.91257 Z = 193.85000 |
| 13 | RP | | N = 772637.28914 E = 1981714.27703 |
| 14 | POT | Sta. = 16+99.9976 Bearing = N 17°02'23" W 100.0000' | N = 773015.80207 E = 1981964.33692 Z = 189.28000 |
| 15 | POT | Sta. = 17+99.9976 Bearing = N 17°02'23" W 321.0000' | N = 773111.41225 E = 1981935.03345 |
| 16 | PI | Sta. = 21+20.9976 Bearing = N 22°50'00" W 279.0000' | N = 773418.32094 E = 1981840.96934 Z = 191.16000 |
| 17 | POT | Sta. = 23+99.9976 Bearing = N 22°50'00" W 700.0000' | N = 773675.45781 E = 1981732.70287 Z = 193.30000 |
| 18 | POT | Sta. = 30+99.9976 Bearing = N 22°50'00" W 700.0000' | N = 774320.60410 E = 1981461.06658 Z = 197.41000 |
| 19 | POT | Sta. = 37+99.9976 | N = 774965.75038 E = 1981189.43030 Z = 188.75000 |

NOTE:
ALL COORDINATES ARE STATE PLANE
HORIZONTAL DATUM = NAD-83 (2011)
VERTICAL DATUM = NAVD-88
SCALE FACTOR = 0.999802

OFD1 HORIZONTAL ALIGNMENT INFORMATION

20 PI Sta. = 10+00.0000 Bearing = S 69°04'34" W 300.0000'
N = 773111.41225 E = 1981935.03345

21 POT Sta. = 13+00.0000
N = 773004.27351 E = 1981654.81695



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| TOPO. | | DATE | |
| DWG. | | DATE | RPG 3B - MIDLANDS |
| R/W | | DATE | |

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
COLUMBIA, S.C.

REFERENCE SHEET

SCALE 1"=N/A RD/RTE, S-609

S609 LEFT
Station-Offset Description

| | |
|-------------|-----------------------------------|
| 10+27--24.9 | FENCE |
| 11+00--25.4 | FENCE |
| 11+43--26.4 | FENCE |
| 11+59--25.3 | SERVICE / METER POLE |
| 11+62--23.4 | CONC PAD |
| 11+62--23.4 | CONC PAD |
| 11+62--24.9 | CONC P.POLE |
| 11+62--20.7 | CONC PAD |
| 11+64--22.0 | 9IN X 22IN ELEC TRANS BOX |
| 11+65--23.7 | CONC PAD |
| 11+65--20.8 | CONC PAD |
| 11+68--20.1 | CONC PAD |
| 11+68--20.1 | CONC PAD |
| 11+68--23.8 | CONC PAD |
| 11+71--20.4 | ATT 24IN X 48IN ELEC TRANS BOX |
| 11+74--23.7 | CONC PAD |
| 11+74--20.1 | CONC PAD |
| 11+75--19.8 | ELEC TRANS BOX |
| 11+78--25.9 | CONC PAD |
| 11+78--20.0 | CONC PAD |
| 11+78--20.0 | CONC PAD |
| 11+80--21.9 | ATT 22IN X 40IN ELEC TRANS BOX |
| 11+82--25.9 | CONC PAD |
| 11+82--20.2 | CONC PAD |
| 11+89--22.8 | ELEC TRANS BOX |
| 12+00--27.0 | FENCE |
| 12+99--28.2 | FENCE |
| 13+26--28.3 | FENCE |
| 13+28--24.5 | 5/8IN REBAR PROPERTY CORNER FOUND |
| 13+83--27.4 | FENCE |
| 14+01--28.3 | FENCE |
| 14+99--28.0 | FENCE |
| 16+10--27.8 | FENCE |
| 16+14--25.2 | 0288436 LIGHT POLE |
| 16+58--27.4 | SEWER MH |
| 16+63--24.7 | 5/8IN REBAR PROPERTY CORNER FOUND |
| 17+21--21.1 | FENCE |
| 17+21--21.1 | HEDGE ROW |
| 17+38--20.4 | 326687 P.POLE |
| 17+72--19.7 | HEDGE ROW |
| 17+94--22.3 | FENCE |
| 17+96--19.0 | FENCE |
| 18+13--20.3 | FENCE |
| 18+15--19.5 | FLOWER BED |
| 18+24--20.5 | FLOWER BED |
| 18+26--24.5 | 20IN OAK TREE |
| 18+60--24.5 | SHRUB |
| 18+67--27.3 | 24IN OAK TREE |
| 18+94--24.8 | SHRUB |
| 18+99--24.7 | SHRUB |
| 19+26--29.1 | 14IN CHERRY TREE |
| 19+27--22.5 | SHRUB |
| 19+66--23.7 | SHRUB |
| 19+67--28.7 | SEWER MH |
| 20+16--29.2 | 245047 LIGHT POLE |
| 20+16--27.5 | ATT WITNESS MARKER |
| 21+13--26.5 | FENCE |
| 21+17--24.7 | 1IN PIPE PROPERTY CORNER FOUND |
| 21+37--19.7 | GUY WIRE |
| 21+47--24.0 | ATT WITNESS MARKER |

S609 LEFT
Station-Offset Description

| | |
|-------------|--------------------------------|
| 21+52--20.2 | GUY WIRE |
| 21+66--19.6 | C2929 P.POLE |
| 21+67--23.5 | FENCE |
| 21+67--23.5 | 8IN CONC BLOCK WALL |
| 21+68--23.3 | C 48IN FENCE |
| 21+77--18.9 | FENCE |
| 21+82--19.0 | FENCE |
| 21+96--19.0 | C 48IN FENCE |
| 22+64--28.7 | FENCE |
| 22+64--19.4 | FENCE |
| 22+92--29.4 | SHRUB ROW |
| 23+25--19.5 | 3IN BRICK WALL |
| 23+27--22.0 | WALL |
| 23+29--26.5 | WALL |
| 23+49--28.2 | WATER VALVE |
| 23+65--21.7 | C 54IN FENCE |
| 23+68--24.9 | 1IN PIPE PROPERTY CORNER FOUND |
| 23+93--22.1 | FENCE |
| 23+93--22.1 | FENCE |
| 24+67--23.2 | FENCE |
| 24+83--23.3 | FENCE |
| 24+90--21.9 | P.POLE |
| 24+91--21.8 | ATT ELEC TRANS BOX |
| 24+91--18.0 | ATT ELEC TRANS BOX |
| 24+92--22.1 | CONC PAD |
| 24+92--22.1 | CONC PAD |
| 24+92--18.4 | CONC PAD |
| 24+95--18.8 | 24IN X 48IN ELEC TRANS BOX |
| 24+98--22.2 | CONC PAD |
| 24+98--18.5 | CONC PAD |
| 24+99--22.7 | ATT ELEC TRANS BOX |
| 24+99--18.3 | ATT ELEC TRANS BOX |
| 24+99--15.7 | T. PEDESTAL |
| 25+01--23.1 | CONC PAD |
| 25+01--23.1 | CONC PAD |
| 25+01--17.2 | CONC PAD |
| 25+03--18.9 | 18IN X 40IN ELEC TRANS BOX |
| 25+05--23.2 | CONC PAD |
| 25+05--17.3 | CONC PAD |
| 25+08--19.0 | C5144 P.POLE |
| 25+09--23.5 | FENCE |
| 25+09--23.5 | C 54IN FENCE |
| 25+50--24.0 | 24IN OAK TREE |
| 25+67--23.2 | FENCE |
| 25+77--23.3 | C 54IN FENCE |
| 25+90--28.3 | 20IN SYCAMORE TREE |
| 25+99--23.4 | FENCE |
| 26+05--23.6 | FENCE |
| 26+05--23.6 | C 48IN FENCE |
| 26+06--25.1 | SHRUB ROW |
| 26+26--23.4 | 20IN PINE TREE |
| 26+29--24.6 | SHRUB ROW |
| 26+45--22.7 | FENCE |
| 26+47--24.9 | 1IN PIPE PROPERTY CORNER FOUND |
| 26+52--20.2 | C-2926 P.POLE |
| 26+86--12.3 | WATER VALVE |
| 26+92--23.3 | FIRE HYDRANT |
| 26+97--24.9 | 1IN PIPE PROPERTY CORNER FOUND |
| 26+99--27.3 | FLAG POLE |
| 27+64--25.2 | FENCE |

S609 LEFT
Station-Offset Description

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|-------------|----------------------------------|
| 28+12--24.8 | FENCE |
| 28+30--25.0 | FENCE |
| 28+35--26.7 | SHRUB ROW |
| 28+36--25.1 | FENCE |
| 28+37--18.3 | C-1879 P.POLE |
| 28+37--25.0 | AXLE PROPERTY CORNER FOUND |
| 28+37--24.7 | FENCE |
| 28+39--22.8 | FLOWER BED |
| 28+66--23.5 | 6IN BRADFORD TREE |
| 28+75--22.7 | FLOWER BED |
| 28+87--21.3 | FLOWER BED |
| 28+99--22.1 | FLOWER BED |
| 29+00--24.9 | FENCE |
| 29+02--15.7 | HEDGE ROW |
| 29+11--25.3 | FENCE |
| 29+13--23.5 | FLOWER BED |
| 29+14--16.2 | HEDGE ROW |
| 29+40--21.9 | WALL |
| 29+41--23.9 | FLOWER BED |
| 29+46--27.2 | 3IN CHERRY TREE |
| 29+53--23.8 | FLOWER BED |
| 29+77--25.0 | 1IN PIPE PROPERTY CORNER FOUND |
| 29+77--21.8 | WALL |
| 29+78--21.9 | FENCE |
| 29+81--18.0 | 226348 P.POLE |
| 30+27--25.1 | 3/4IN PIPE PROPERTY CORNER FOUND |
| 30+28--19.3 | FENCE |
| 30+32--25.6 | 4IN DOGWOOD TREE |
| 30+81--20.0 | FENCE |
| 30+81--18.9 | FENCE |
| 30+81--18.9 | C 48IN FENCE |
| 31+00--19.7 | FENCE |
| 31+00--18.5 | FENCE |
| 31+62--16.8 | CONC PAD |
| 31+62--13.8 | PLASTIC CONC PAD |
| 31+62--13.8 | CONC PAD |
| 31+64--14.2 | 24IN X 50IN ELEC TRANS BOX |
| 31+67--20.1 | FENCE |
| 31+67--13.8 | CONC PAD |
| 31+67--16.7 | CONC PAD |
| 31+68--18.5 | FENCE |
| 31+68--18.5 | FENCE |
| 31+71--17.2 | 16205 P.POLE |
| 32+11--18.8 | FENCE |
| 32+13--24.8 | FENCE |
| 32+23--18.7 | FENCE |
| 32+26--24.2 | C 48IN FENCE |
| 32+46--18.8 | FENCE |
| 32+55--27.9 | 4IN DOGWOOD TREE |
| 32+69--26.1 | 8IN DOGWOOD TREE |
| 32+91--25.5 | SHRUB |
| 33+20--25.5 | 3/4IN PIPE PROPERTY CORNER FOUND |
| 33+56--23.1 | GAS TEST PNT |
| 33+59--25.4 | 3/4IN PIPE PROPERTY CORNER FOUND |
| 33+61--17.6 | 52510 P.POLE |
| 33+65--20.6 | SHRUB |
| 33+73--19.8 | CREPE MYRTLE SHRUB |
| 33+88--19.8 | CREPE MYRTLE SHRUB |
| 34+21--24.9 | FENCE |
| 34+50--17.3 | CREPE MYRTLE SHRUB |

S609 LEFT
Station-Offset Description

| | |
|-------------|---------------------------------|
| 34+76--19.4 | GUY WIRE |
| 34+92--23.7 | GUY WIRE |
| 34+98--17.8 | 971 P.POLE |
| 34+98--25.1 | FENCE |
| 34+99--25.1 | 1IN PIPE PROPERTY CORNER FOUND |
| 35+00--21.5 | C 36IN FENCE |
| 35+10--27.9 | FENCE |
| 35+11--21.8 | FENCE |
| 35+23--26.3 | C 48IN FENCE |
| 35+23--21.2 | FENCE |
| 35+62--21.1 | FENCE |
| 35+64--24.6 | FENCE |
| 35+64--24.6 | C 48IN FENCE |
| 35+69--21.3 | FENCE |
| 35+75--27.4 | FENCE |
| 35+76--21.7 | FENCE |
| 35+87--26.1 | C 48IN FENCE |
| 35+88--21.5 | FENCE |
| 36+00--21.4 | FENCE |
| 36+15--27.9 | WATER METER |
| 36+26--19.8 | 15726 P.POLE |
| 36+30--21.5 | FENCE |
| 36+74--8.1 | SEWER MH |
| 36+85--21.3 | C 48IN FENCE |
| 36+87--24.4 | SHRUB |
| 36+90--27.9 | 567318 LIGHT POLE |
| 37+12--27.4 | SHRUB |
| 37+34--21.4 | FENCE |
| 37+71--22.3 | C 48IN FENCE |
| 37+71--20.4 | 226347 P.POLE |
| 37+74--18.6 | BRICK 16IN X 16IN COLUMN |
| 37+74--24.9 | 1/2IN ROD PROPERTY CORNER FOUND |
| 37+77--17.7 | SEWER CLEANOUT |
| 37+93--18.3 | BRICK 16IN X 32IN COLUMN |
| 37+94--18.0 | CONC 2RISERS STEPS |
| 37+99--18.1 | STEPS |

S609 RIGHT
Station-Offset Description

| | |
|-------------|------------------------------------|
| 10+22--19.1 | WATER VALVE |
| 10+26--25.0 | 1 1/2IN PIPE PROPERTY CORNER FOUND |
| 11+76--24.4 | 1 1/2IN PIPE PROPERTY CORNER FOUND |
| 13+68--22.1 | WATER VALVE |
| 13+80--16.3 | WATER VALVE |
| 14+95--24.7 | NAIL PROPERTY CORNER FOUND |
| 15+95--24.8 | 1 1/2IN PIPE PROPERTY CORNER FOUND |
| 16+95--24.8 | NAIL PROPERTY CORNER FOUND |
| 17+95--24.9 | 1 1/2IN PIPE PROPERTY CORNER FOUND |
| 18+95--25.0 | NAIL PROPERTY CORNER FOUND |
| 20+70--25.3 | 5/8IN REBAR PROPERTY CORNER FOUND |
| 21+43--24.8 | 1/2IN REBAR PROPERTY CORNER FOUND |
| 21+73--25.2 | 1 1/2IN PIPE PROPERTY CORNER FOUND |
| 23+18--25.0 | 1IN PIPE PROPERTY CORNER FOUND |
| 23+33--26.5 | SEWER MH |
| 23+66--25.6 | 2IN PIPE PROPERTY CORNER FOUND |
| 25+08--24.9 | 1IN PIPE PROPERTY CORNER FOUND |
| 25+08--2.2 | FENCE |
| 26+47--25.0 | 1IN PIPE PROPERTY CORNER FOUND |
| 26+82--13.0 | WATER VALVE |
| 26+85--24.5 | WATER VALVE |
| 28+37--25.2 | 3/4IN PIPE PROPERTY CORNER FOUND |
| 29+90--25.0 | WATER VALVE |
| 30+27--25.0 | 1IN PIPE PROPERTY CORNER FOUND |
| 31+71--24.6 | 1/2IN REBAR PROPERTY CORNER FOUND |
| 33+07--4.7 | WATER VALVE |
| 33+19--24.8 | 1IN PIPE PROPERTY CORNER FOUND |
| 33+69--23.8 | 1IN PIPE PROPERTY CORNER FOUND |
| 35+52--24.9 | 1IN PIPE PROPERTY CORNER FOUND |
| 36+23--24.3 | 1IN PIPE PROPERTY CORNER FOUND |
| 37+05--23.7 | 1IN PIPE PROPERTY CORNER FOUND |

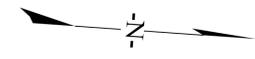
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| FOR INFORMATION ONLY | 4 | | | | SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION COLUMBIA, S.C. |
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| | | | | | SCALE 1"=N/A RD/RTE, S-609 |

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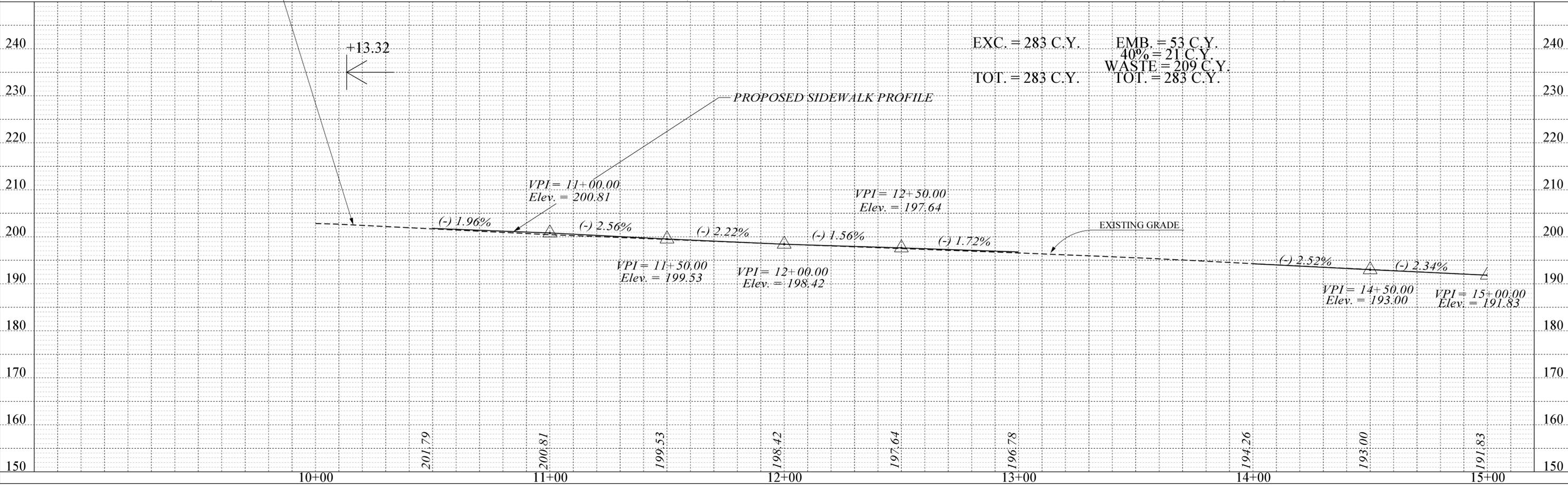
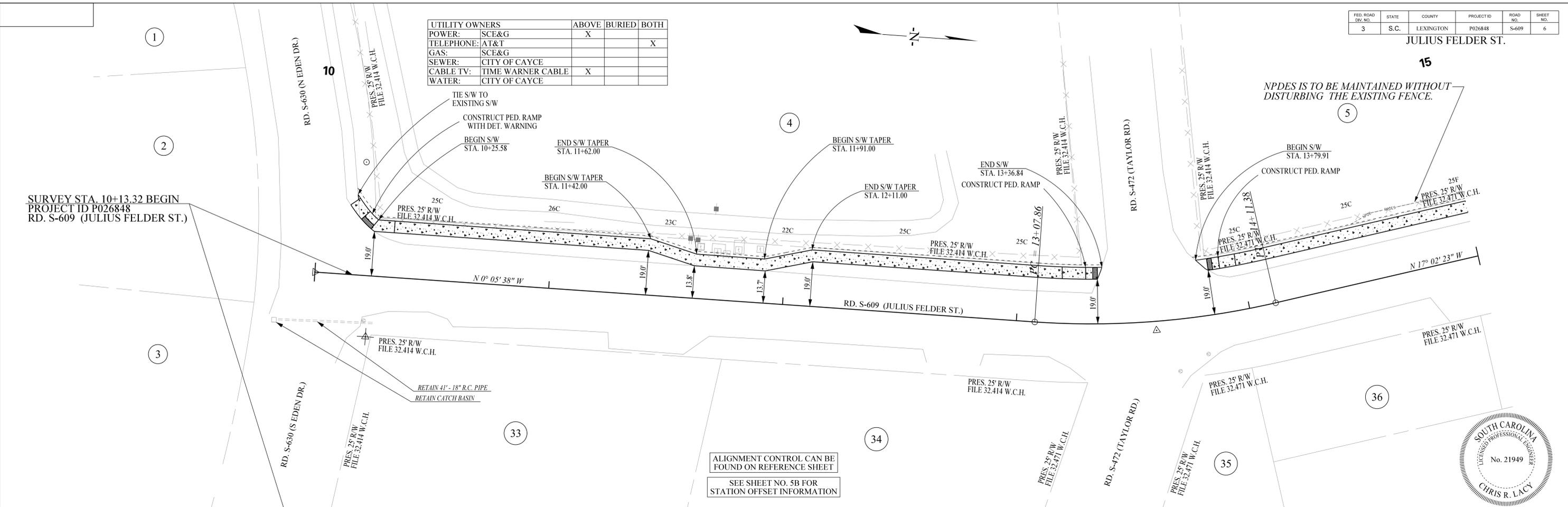
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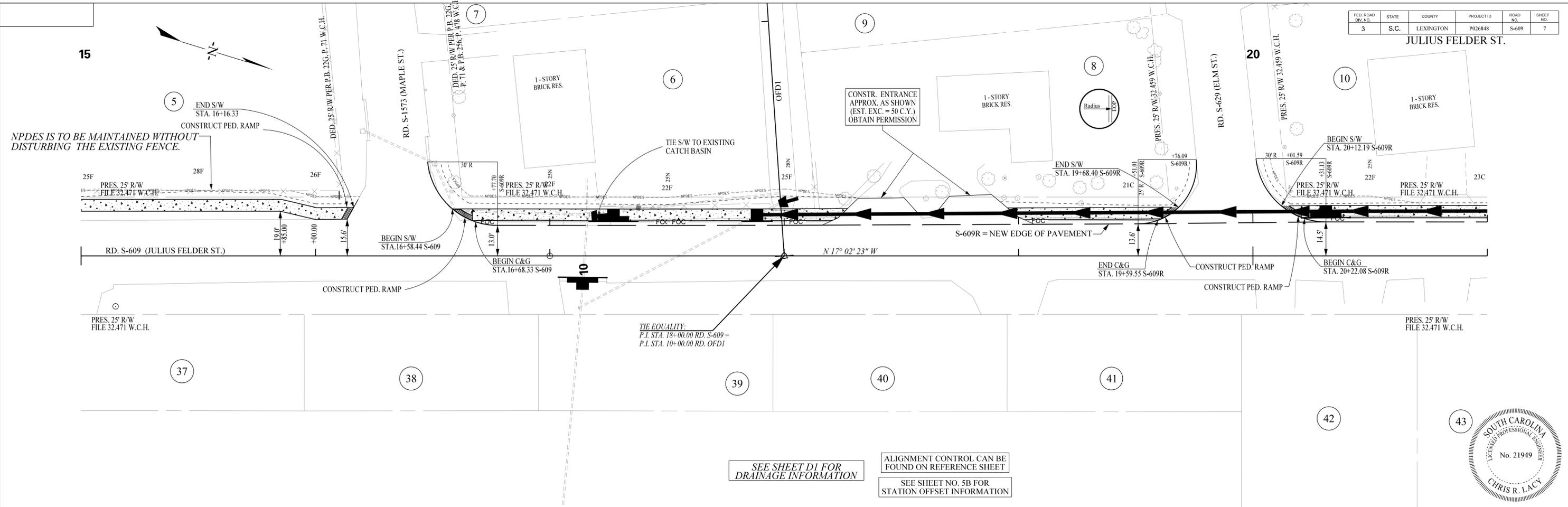
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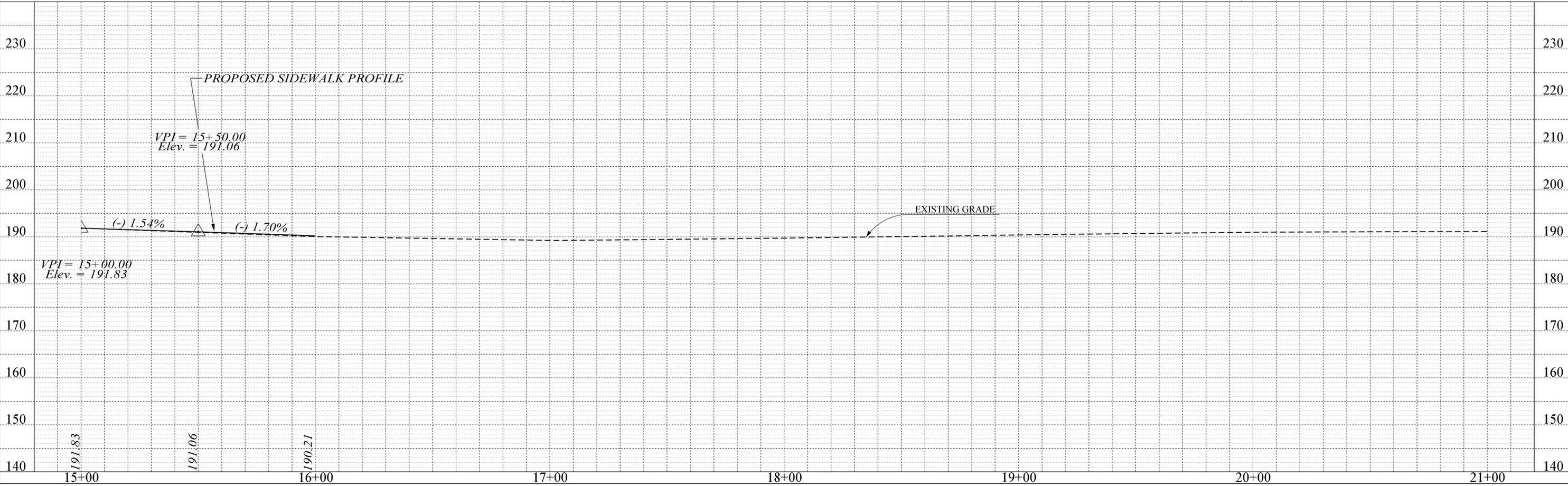
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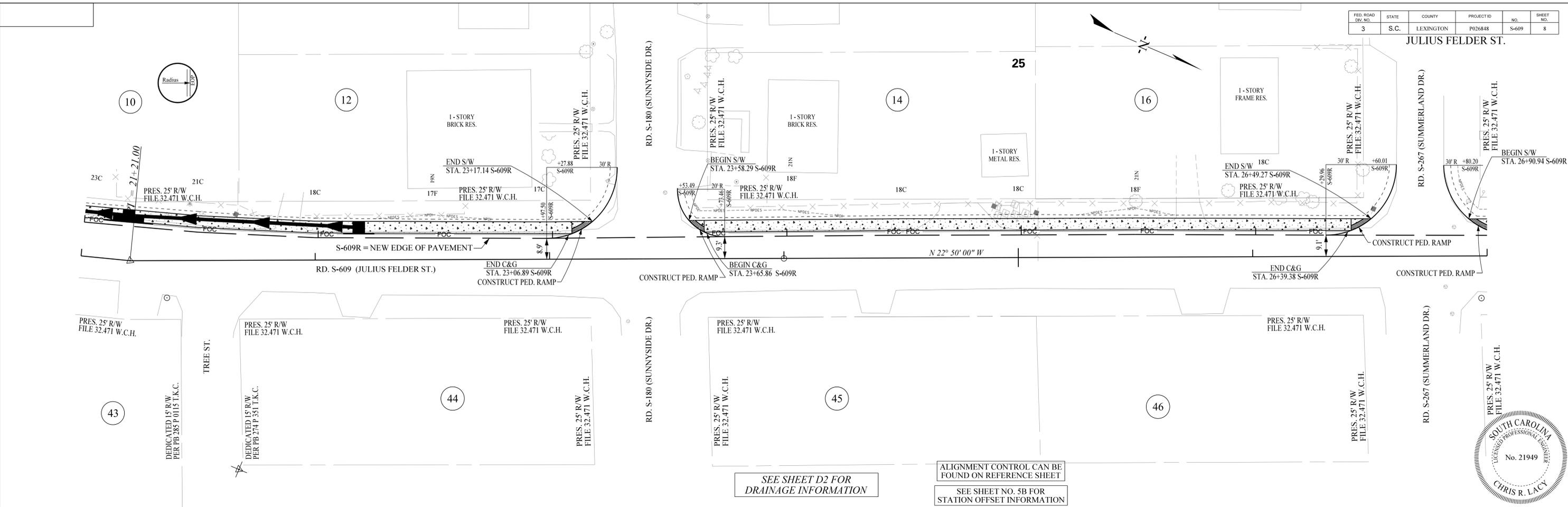
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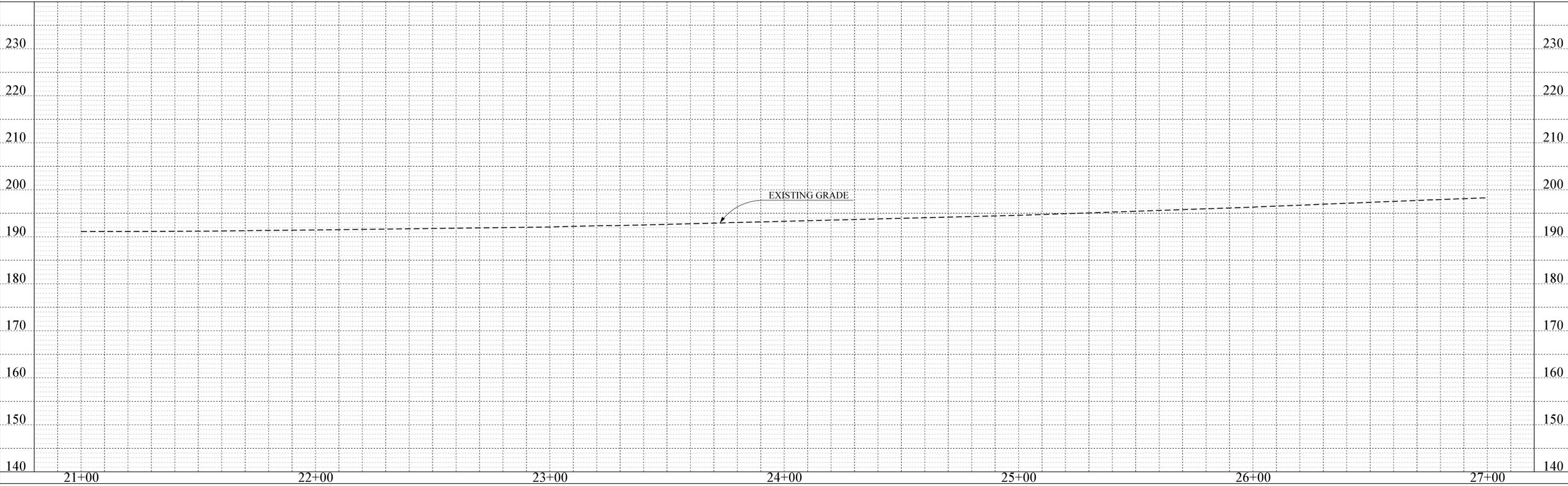
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SEE SHEET D2 FOR DRAINAGE INFORMATION

ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE SHEET

SEE SHEET NO. 5B FOR STATION OFFSET INFORMATION



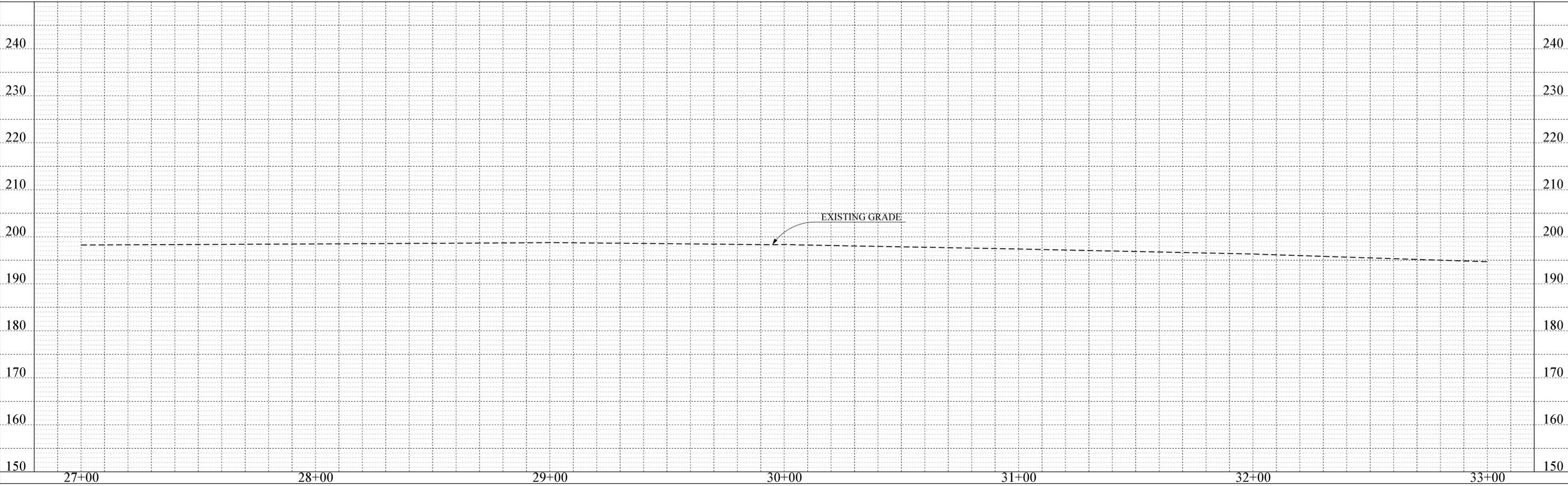
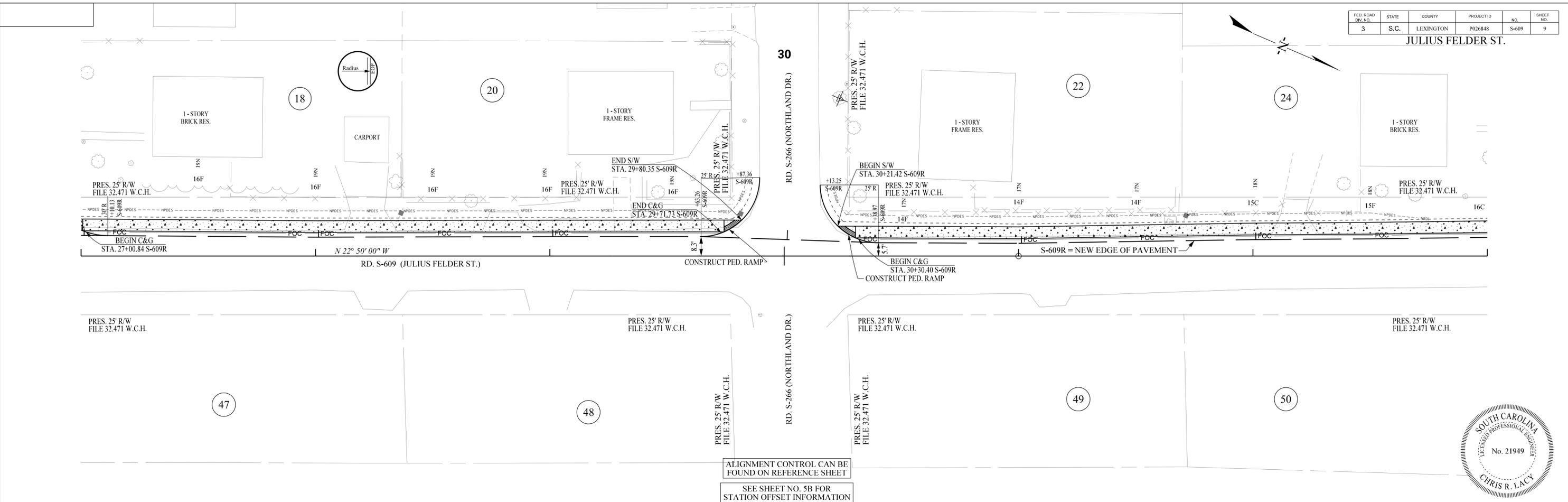
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JULIUS FELDER ST.

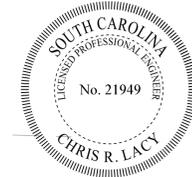
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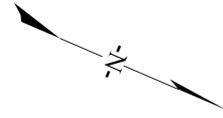


ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE SHEET
SEE SHEET NO. 5B FOR STATION OFFSET INFORMATION



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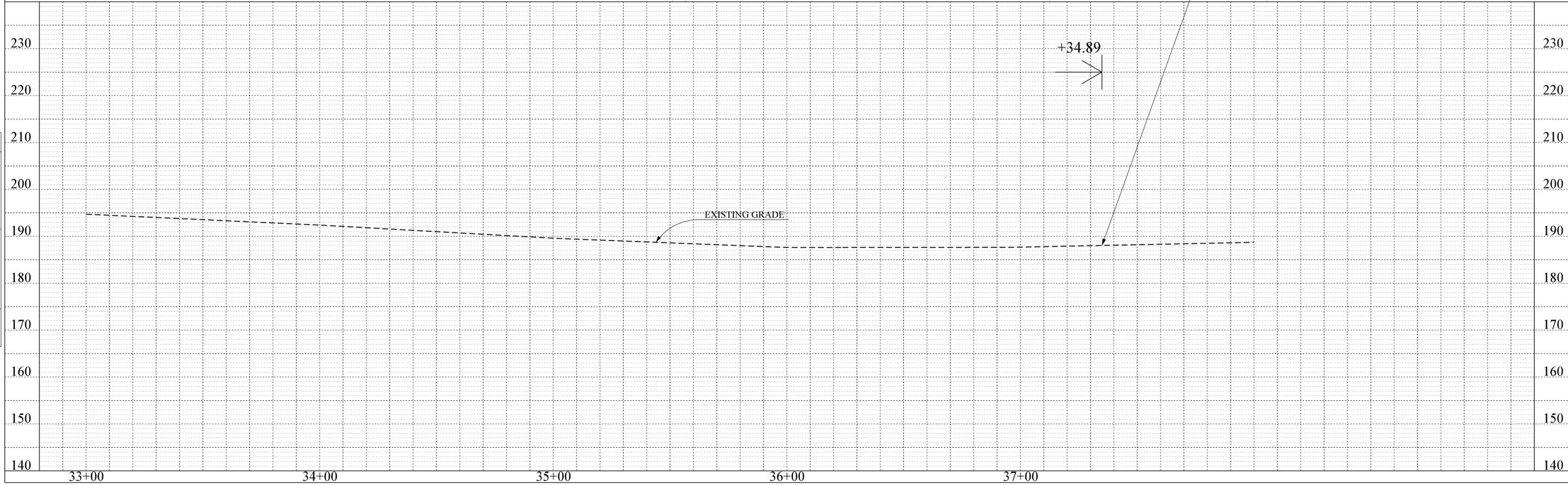
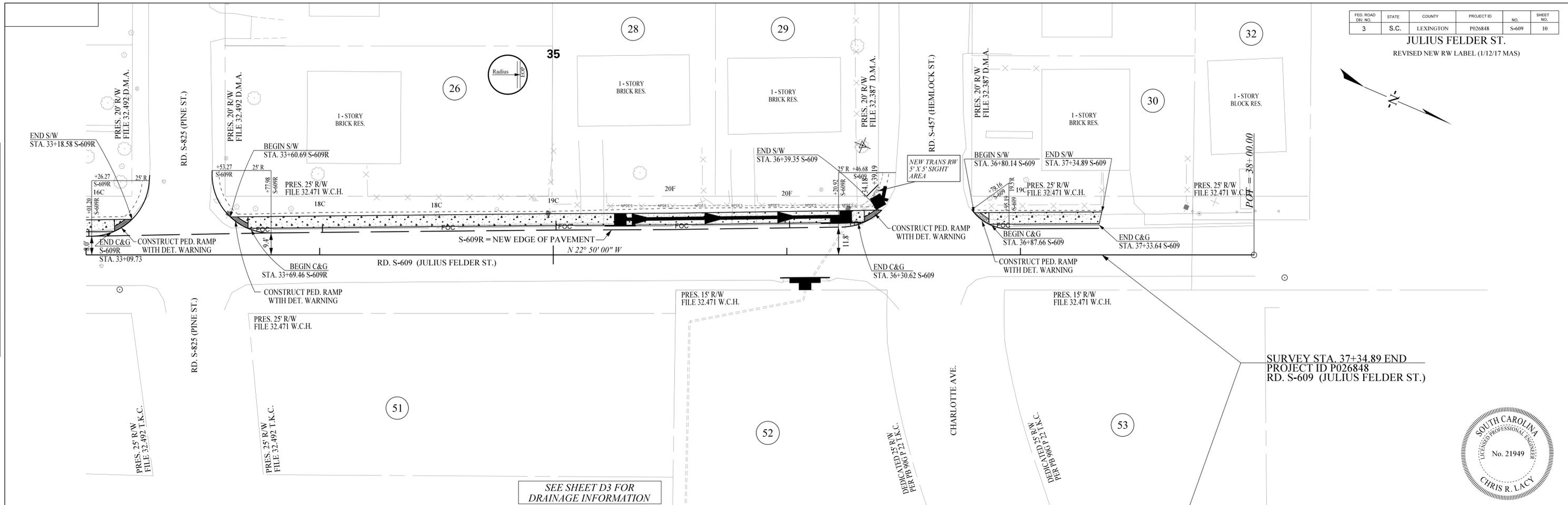
JULIUS FELDER ST.
REVISED NEW RW LABEL (1/12/17 MAS)



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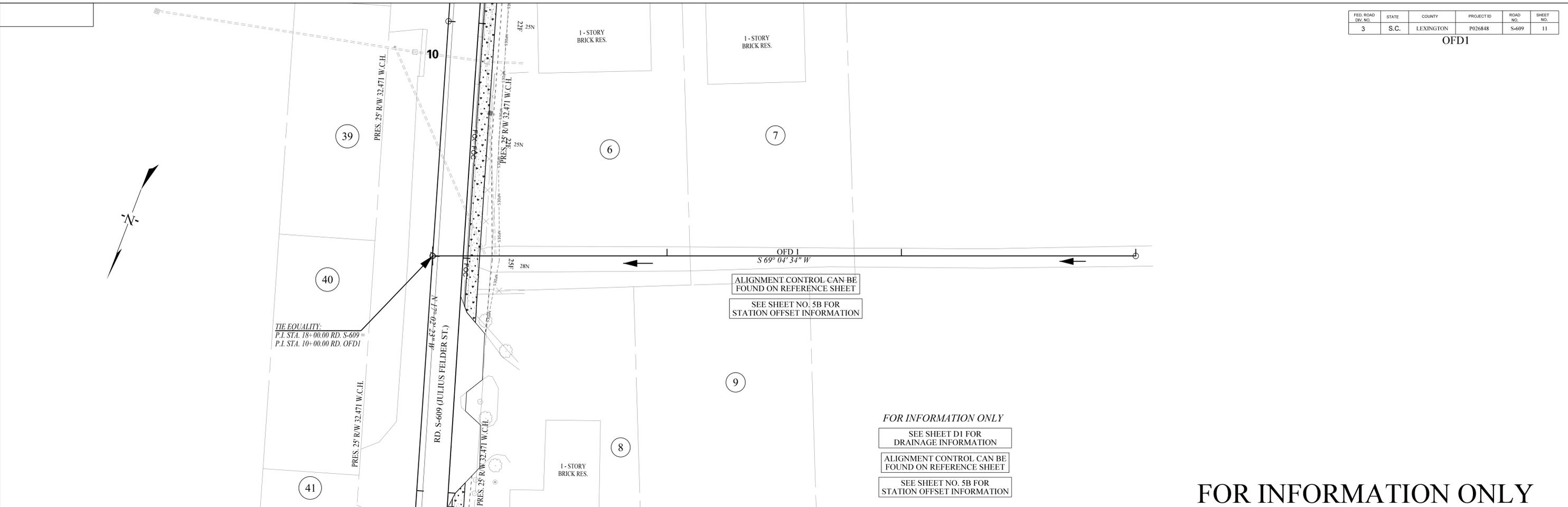
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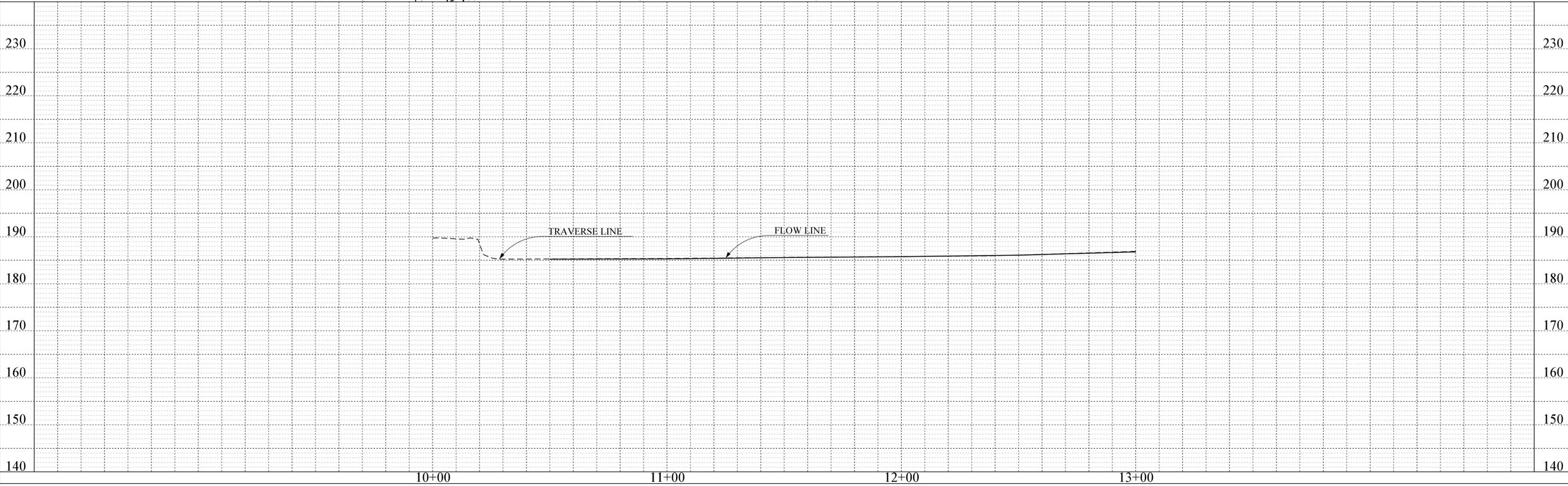
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ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE SHEET
SEE SHEET NO. 5B FOR STATION OFFSET INFORMATION

FOR INFORMATION ONLY
SEE SHEET D1 FOR DRAINAGE INFORMATION
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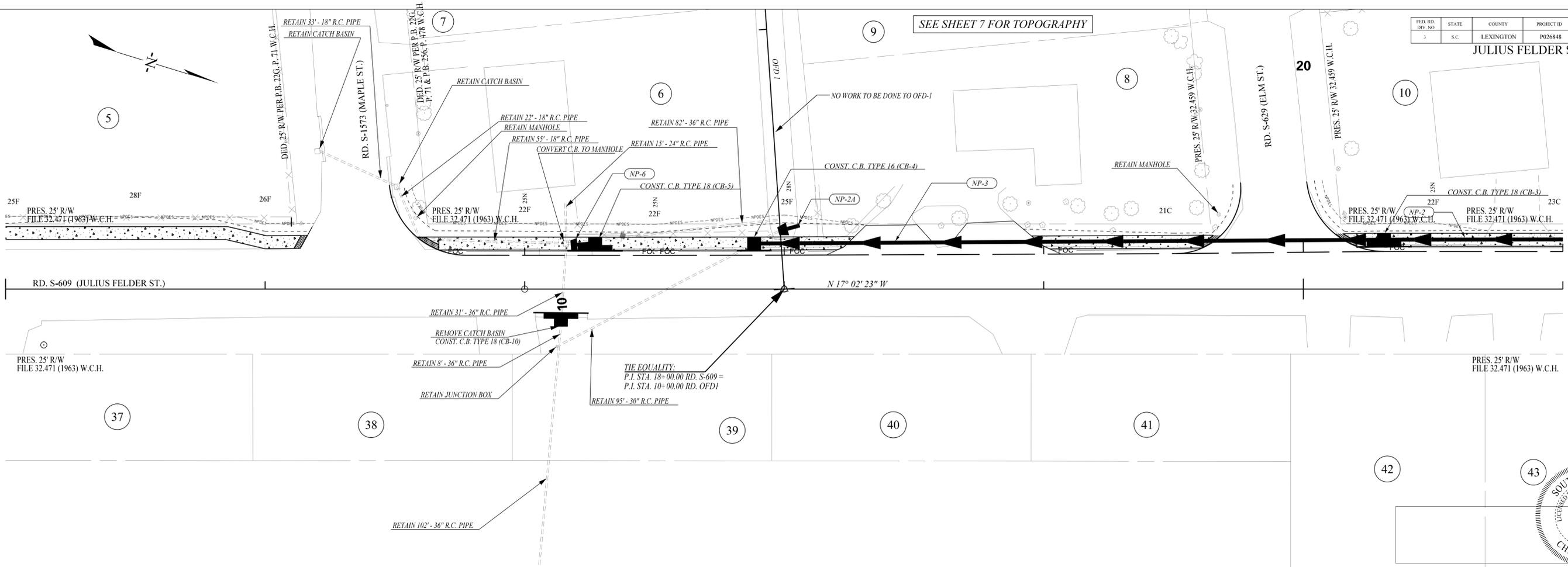
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JULIUS FELDER ST.

SEE SHEET 7 FOR TOPOGRAPHY



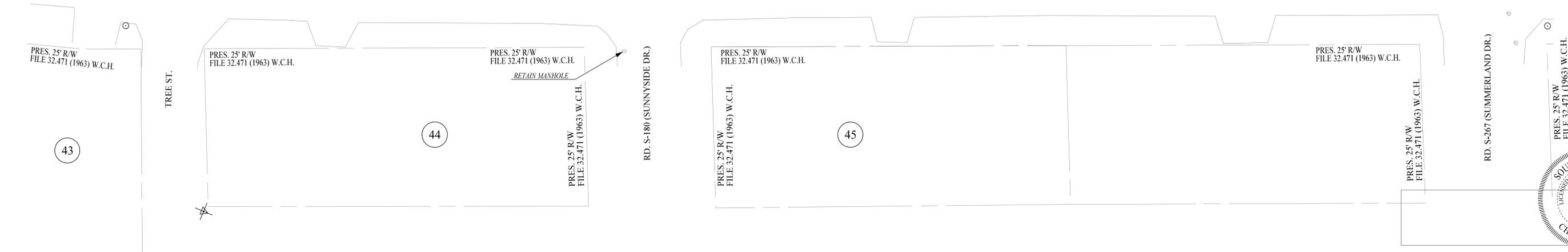
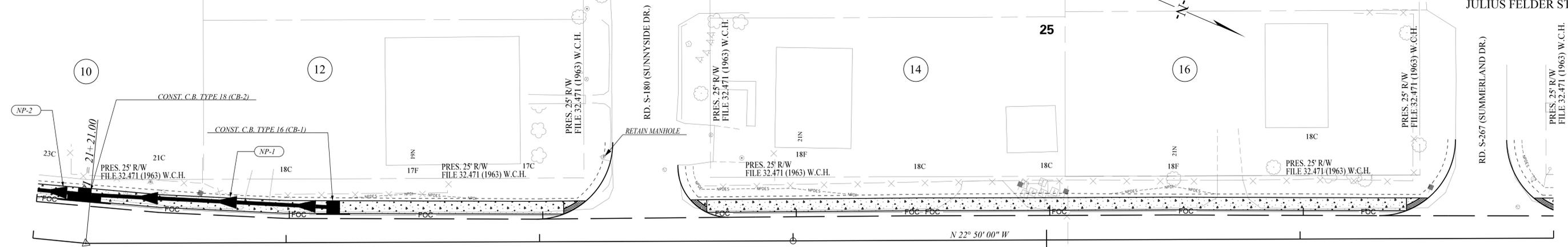
Smooth Wall Pipe

| System ID | Link ID | Geometry | | | | Upstream | | | | Downstream | | | | Fill Height | | Min Field SPT "N" below invert | Joint Pressure (psi) | Smooth Wall Options | | | | |
|-----------------|---------|---------------|----------------|------------------|-----------|----------|------------------|--------------|------------------|------------|------------------|--------------|------------------|-------------|------|--------------------------------|----------------------|---------------------|-------|-------------------|-------|--------------------|
| | | Diameter (in) | No. of Barrels | Pipe Length (ft) | Slope (%) | Node | Node Description | Node Station | Link Invert (ft) | Node | Node Description | Node Station | Link Invert (ft) | Min | Max | | | HDPE Type | Built | RCP Highest Class | Built | SRAP Thickest Gage |
| Julius Felder S | EP-1 | 30 | 1 | 9.7 | EP 0.96 | DN-2 | DUMMY JOINT | 17+97.73 | 185.28 | CB-4 | C.B. TYPE 16 | 17+88.43 | 185.18 | EP | EP | 10 | EP | | EP | | EP | |
| Julius Felder S | EP-3 | 36 | 1 | 68.94 | EP 0.68 | DN-1 | DUMMY JOINT | 17+97.47 | 185.27 | CB-5 | C.B. TYPE 18 | 17+27.14 | 184.80 | EP | EP | 10 | EP | | EP | | EP | |
| Julius Felder S | EP-5 | 36 | 1 | 25.63 | EP 1.53 | MH-1 | M.H. | 17+15.99 | 184.68 | CB-10 | C.B. TYPE 18 | 17+13.99 | 184.29 | EP | EP | 10 | EP | | EP | | EP | |
| Julius Felder S | NP-2 | 30 | 1 | 83.51 | 0.36 | CB-2 | C.B. TYPE 18 | 21+18.61 | 186.20 | CB-3 | C.B. TYPE 18 | 20+31.11 | 185.90 | 2.64 | 2.83 | 10 | S | | III | | 16ga | |
| Julius Felder S | NP-3 | 30 | 1 | 238.66 | 0.33 | CB-3 | C.B. TYPE 18 | 20+31.11 | 185.90 | CB-4 | C.B. TYPE 16 | 17+88.43 | 185.12 | 2.15 | 2.83 | 10 | S | | III | | 16ga | |
| Julius Felder S | NP-6 | 36 | 1 | 7.42 | 1.35 | CB-5 | C.B. TYPE 18 | 17+27.14 | 184.78 | MH-1 | M.H. | 17+15.99 | 184.68 | 1.58 | 1.59 | 10 | S | | III | | 16ga | |
| Julius Felder S | NP-2A | 30 | 1 | 8.54 | 14.33 | DN-2A | DUMMY JOINT | 17+97.73 | 186.50 | DN-2 | DUMMY JOINT | 17+97.73 | 185.28 | -2.77 | 0.00 | 10 | S | | III | | 16ga | |

SEE SHEET 8 FOR TOPOGRAPHY

| FED. RD. DIV. NO. | STATE | COUNTY | PROJECT ID | ROADROUTE NO. | SHEET NO. |
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| 3 | S.C. | LEXINGTON | P026848 | S-609 | D2 |

JULIUS FELDER ST.



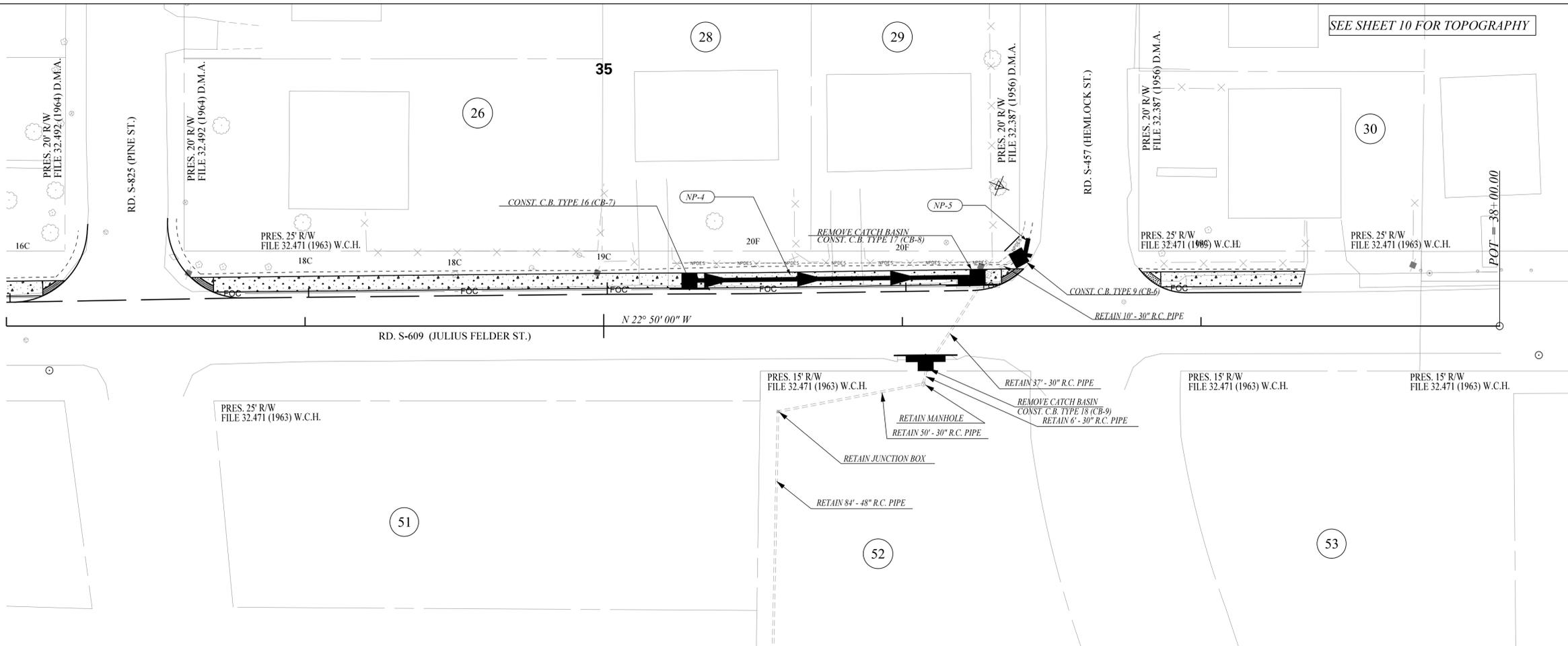
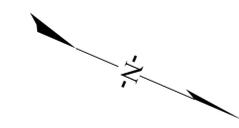
Smooth Wall Pipe

| System ID | Link ID | Geometry | | | | Upstream | | | | Downstream | | | | Fill Height | | Min Field SPT "N" below invert | Joint Pressure (psi) | Smooth Wall Options | | | | |
|-----------|---------|---------------|----------------|------------------|-----------|----------|------------------|--------------|------------------|------------|------------------|--------------|------------------|-------------|----------|--------------------------------|----------------------|---------------------|-------|-------------------|-------|--------------------|
| | | Diameter (in) | No. of Barrels | Pipe Length (ft) | Slope (%) | Node | Node Description | Node Station | Link Invert (ft) | Node | Node Description | Node Station | Link Invert (ft) | Min (ft) | Max (ft) | | | HDPE Type | Built | RCP Highest Class | Built | SRAP Thickest Gage |
| Net-1 | NP-1 | 30 | 1 | 94.30 | 1.20 | CB-1 | C.B. TYPE 16 | 22+18.61 | 187.30 | CB-2 | C.B. TYPE 18 | 21+18.61 | 186.20 | 2.00 | 2.60 | 10 | S | | III | | 16ga | |
| Net-1 | NP-2 | 30 | 1 | 83.50 | 0.40 | CB-2 | C.B. TYPE 18 | 21+18.61 | 186.20 | CB-3 | C.B. TYPE 18 | 20+31.11 | 185.90 | 2.60 | 2.80 | 10 | S | | III | | 16ga | |

| FED. RD. DIV. NO. | STATE | COUNTY | PROJECT ID | ROADROUTE NO. | SHEET NO. |
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JULIUS FELDER ST.

SEE SHEET 10 FOR TOPOGRAPHY

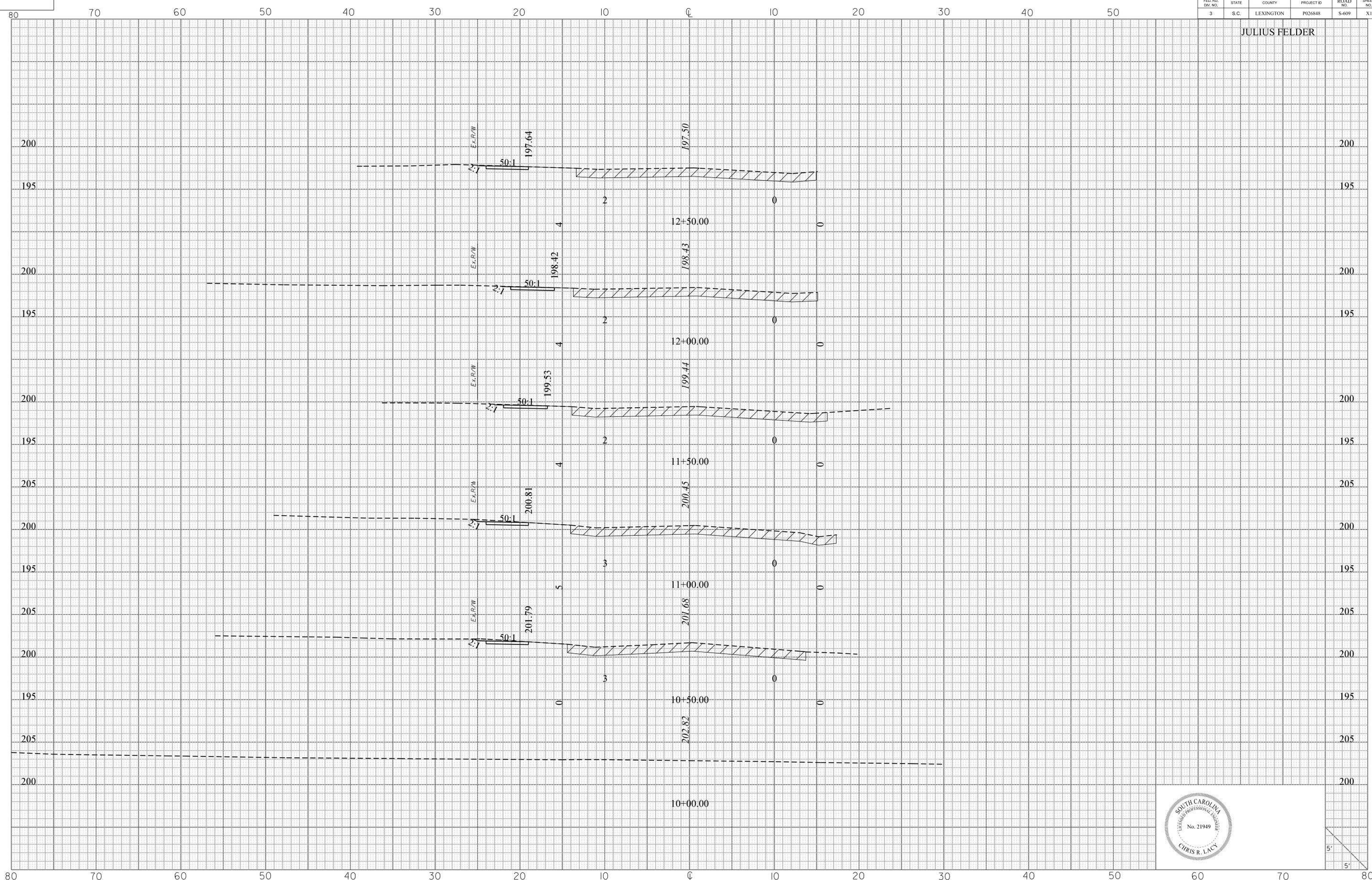


Smooth Wall Pipe

| Link ID | Geometry | | | | Upstream | | | Downstream | | | | Fill Height | | Joint | Smooth Wall Options | | | | | | | |
|---------|---------------|----------------|------------------|-----------|----------|------------------|--------------|------------------|------|------------------|--------------|------------------|----------|-------|---------------------|----------------------|----------------|-----------|-------|-------------------|-------|--------------------|
| | Diameter (in) | No. of Barrels | Pipe Length (ft) | Slope (%) | Node | Node Description | Node Station | Link Invert (ft) | Node | Node Description | Node Station | Link Invert (ft) | Min (ft) | | Max (ft) | SPT "N" below invert | Pressure (psi) | HDPE Type | Built | RCP Highest Class | Built | SRAP Thickest Gage |
| EP-7 | 30 | 1 | 10.4 | EP 0.10 | CB-6 | C.B. TYPE 9 | 36+35.02 | 184.00 | CB-8 | C.B. TYPE 17 | 36+22.55 | 183.90 | EP | EP | | 10 | EP | | EP | | EP | |
| EP-8 | 30 | 1 | 30.4 | EP 1.70 | CB-8 | C.B. TYPE 17 | 36+22.55 | 183.90 | CB-9 | C.B. TYPE 18 | 36+07.79 | 183.40 | EP | EP | | 10 | EP | | EP | | EP | |
| NP-4 | 30 | 1 | 94.50 | 0.30 | CB-7 | C.B. TYPE 16 | 35+21.25 | 184.30 | CB-8 | C.B. TYPE 17 | 36+22.55 | 183.90 | 1.20 | 2.60 | | 10 | S | | III | | NA | |
| NP-5 | 30 | 1 | 6.20 | 5.50 | DN-3 | DUMMY JOINT | 36+42.19 | 184.30 | CB-6 | C.B. TYPE 9 | 36+35.02 | 184.00 | 1.50 | 2.00 | | 10 | S | | III | | 16ga | |

| FED. RD. DIST. NO. | STATE | COUNTY | PROJECT ID | ROAD NO. | SHEET NO. |
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JULIUS FELDER

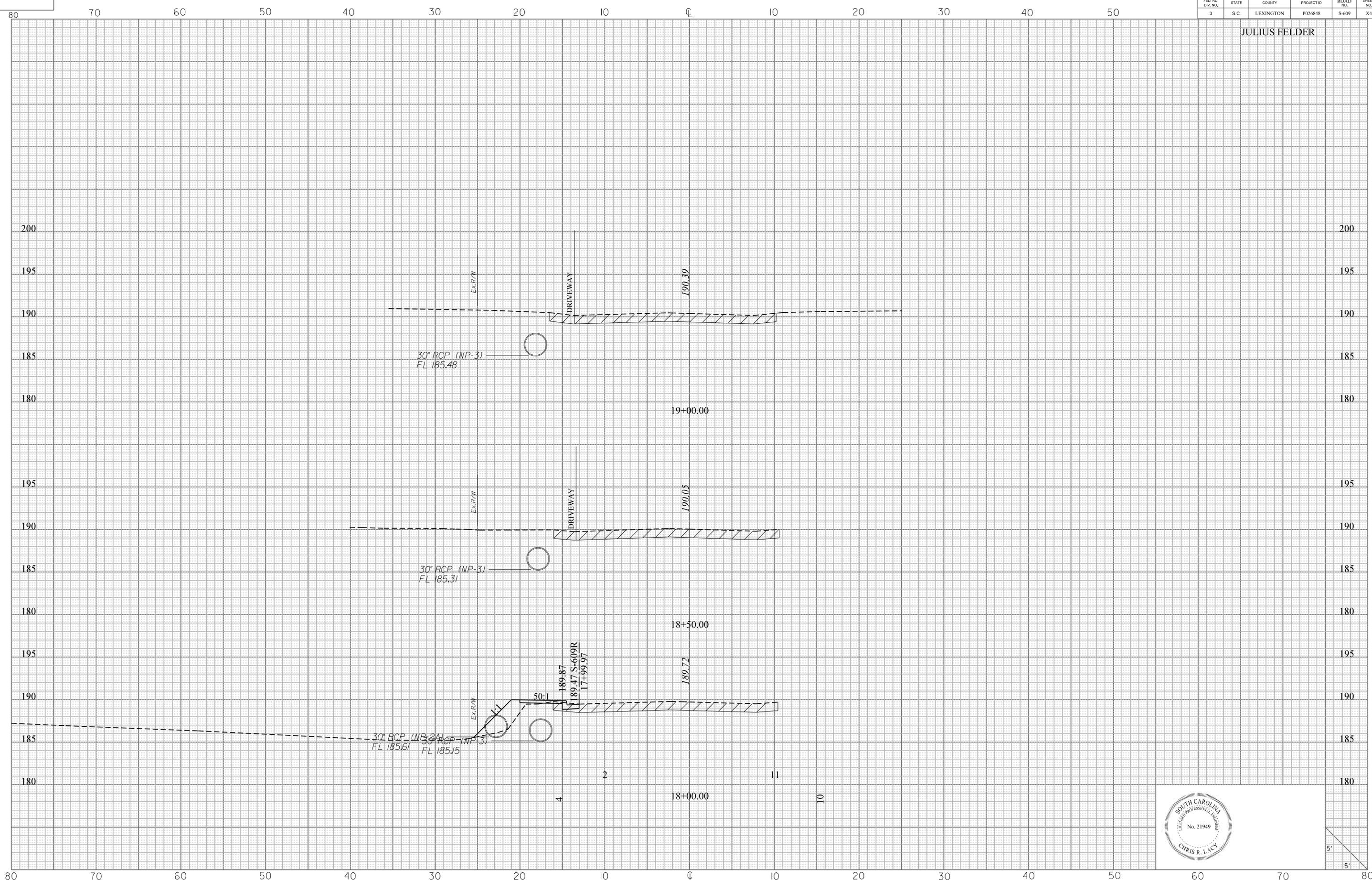


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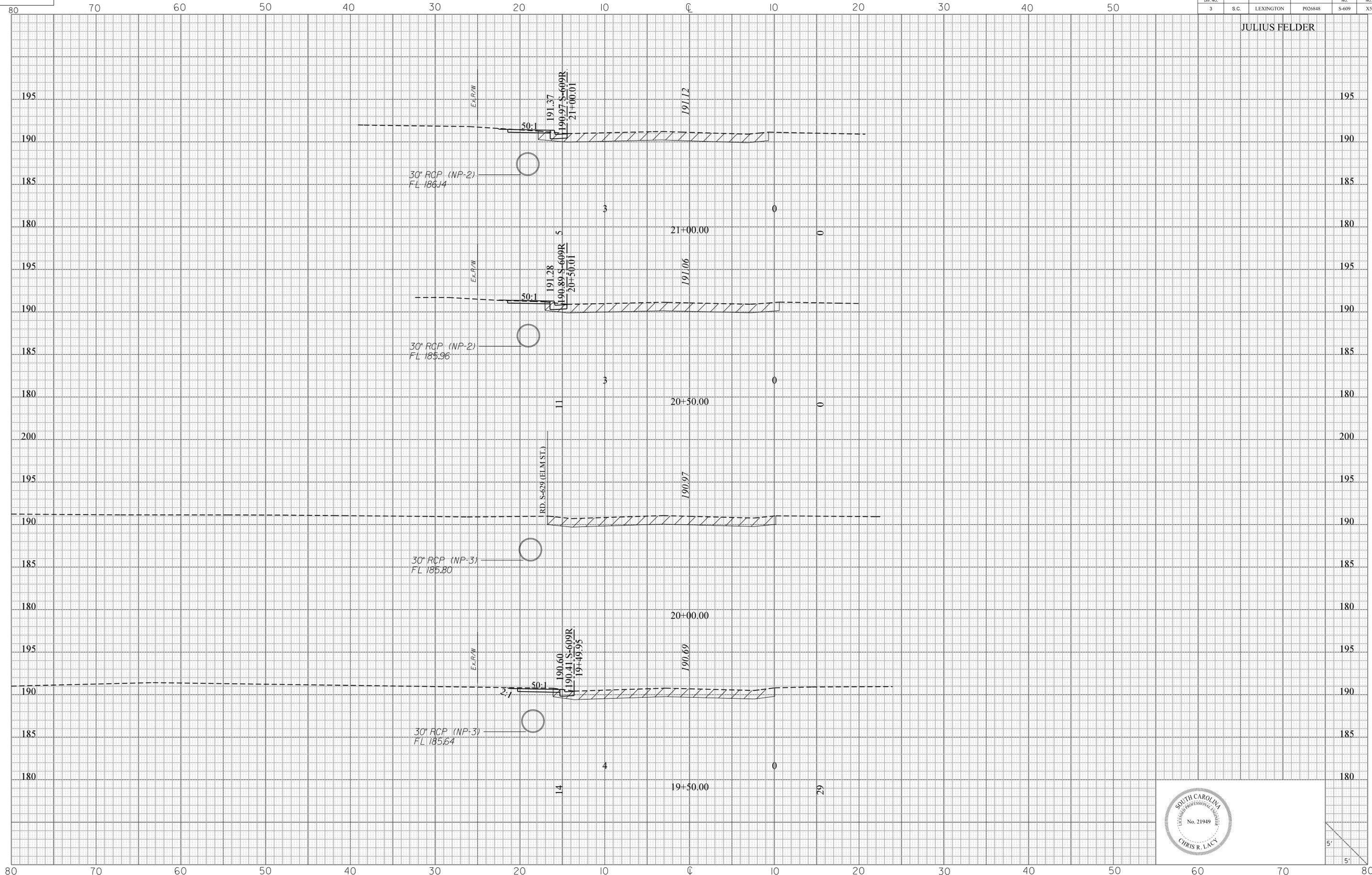


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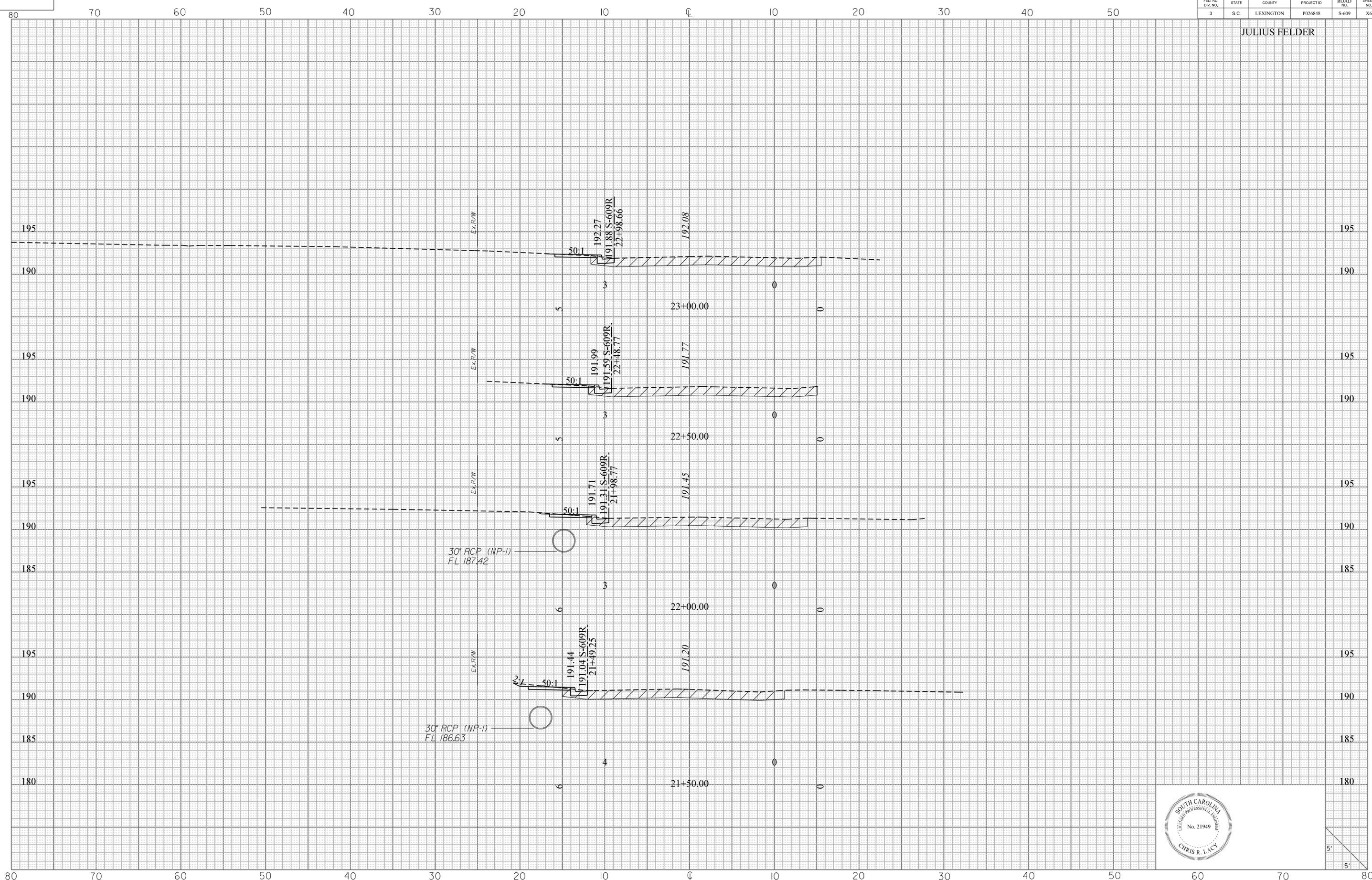


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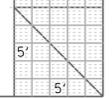
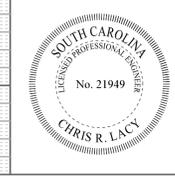


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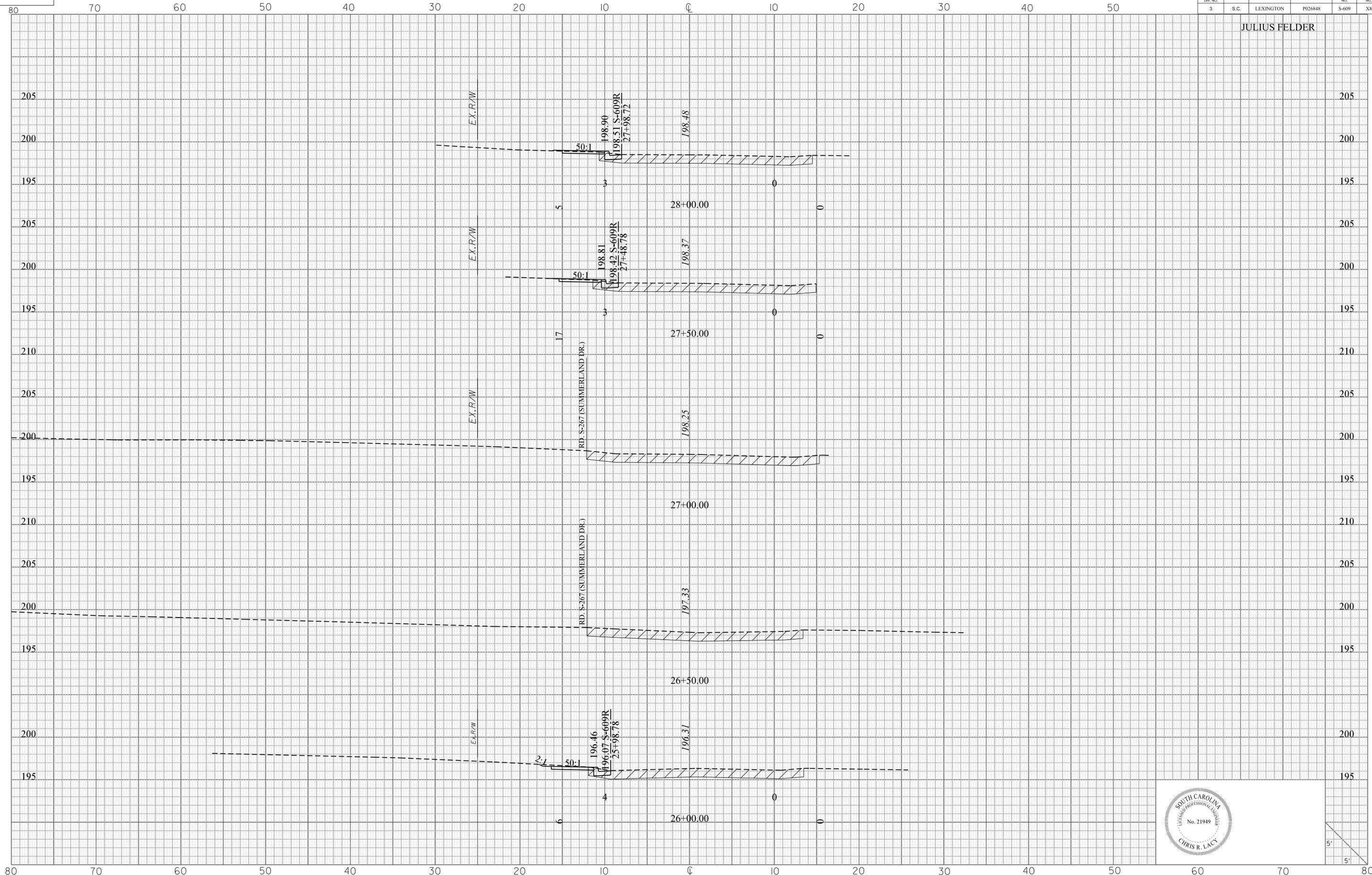


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JULIUS FELDER

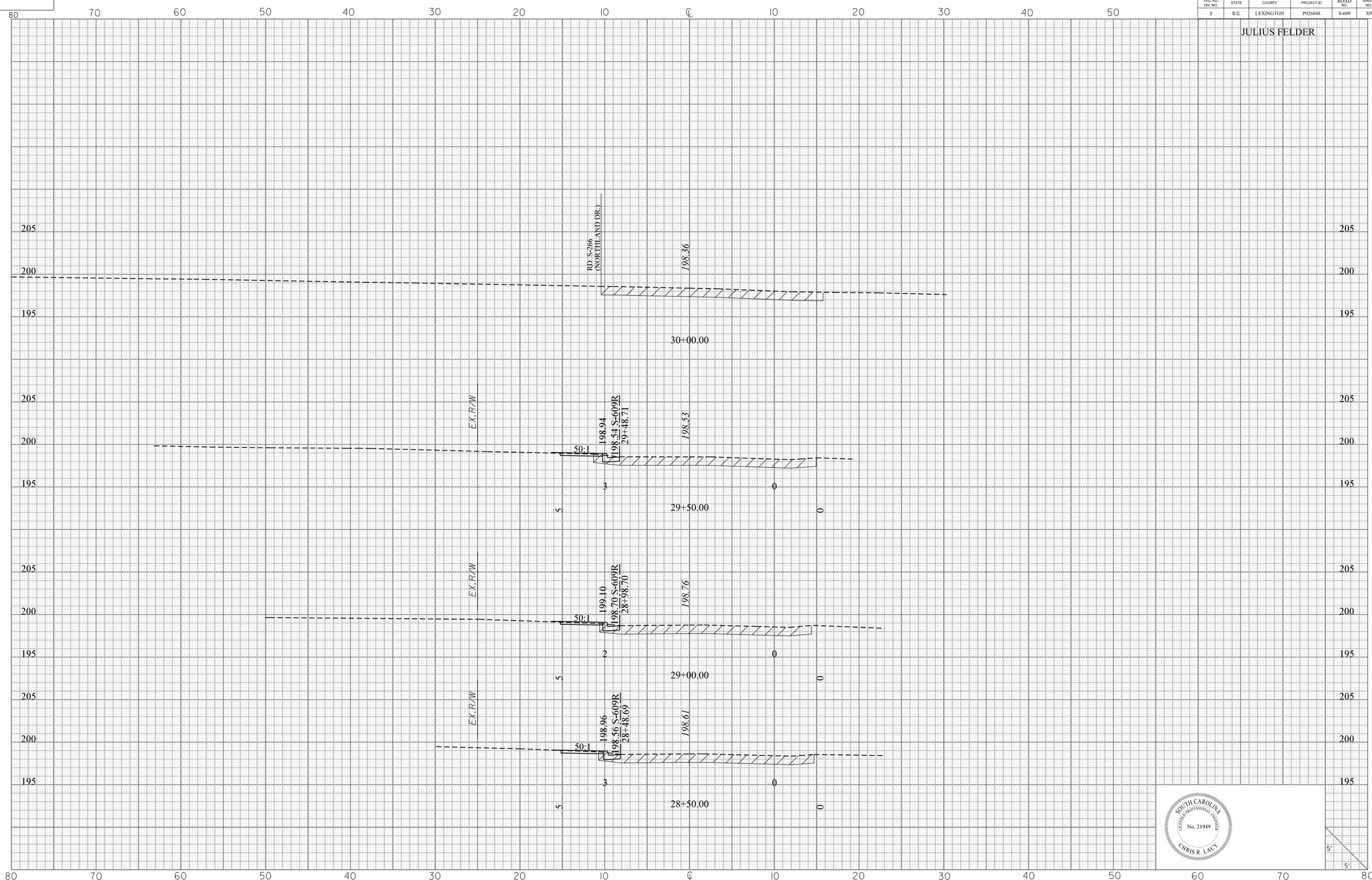


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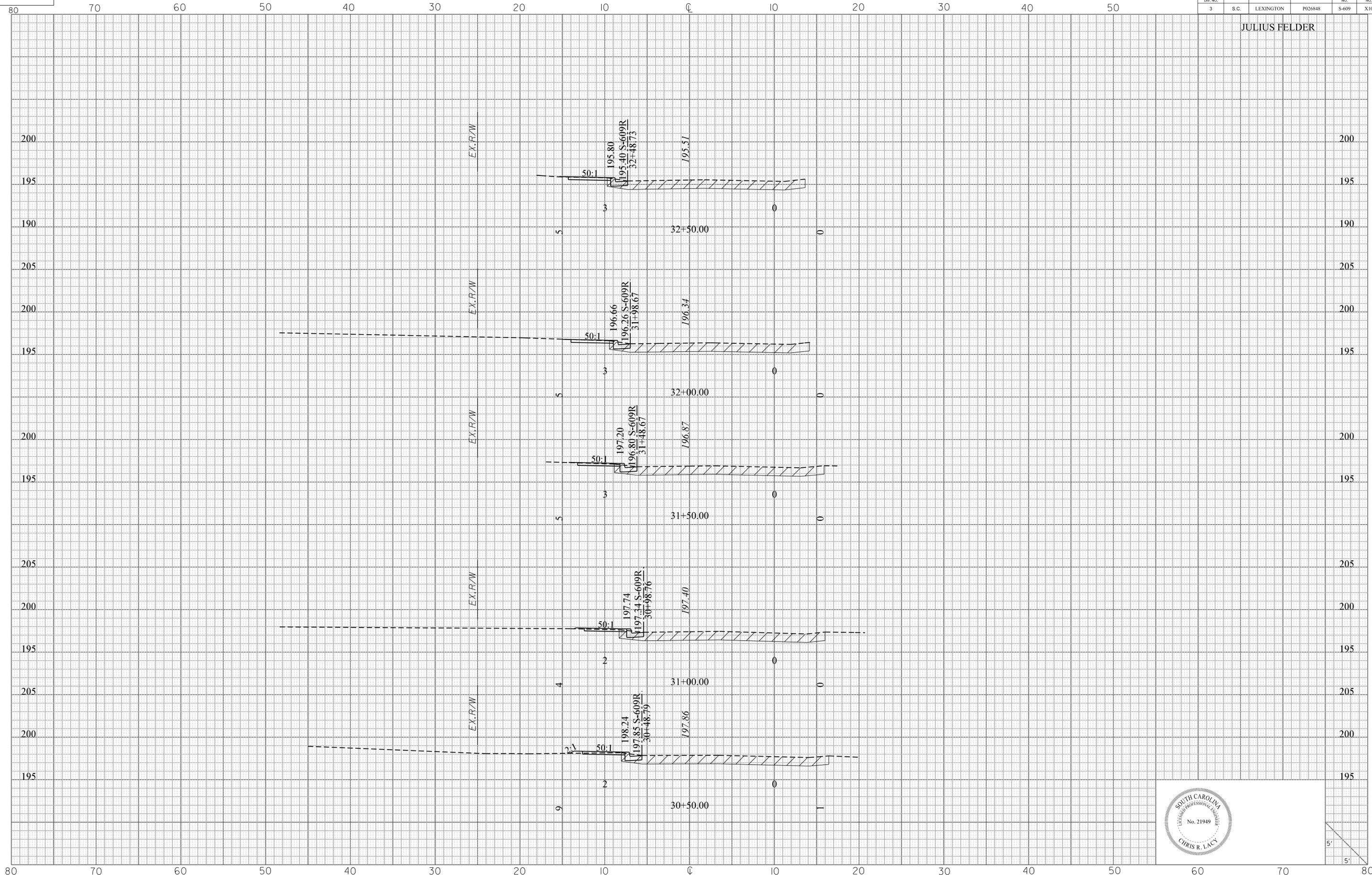


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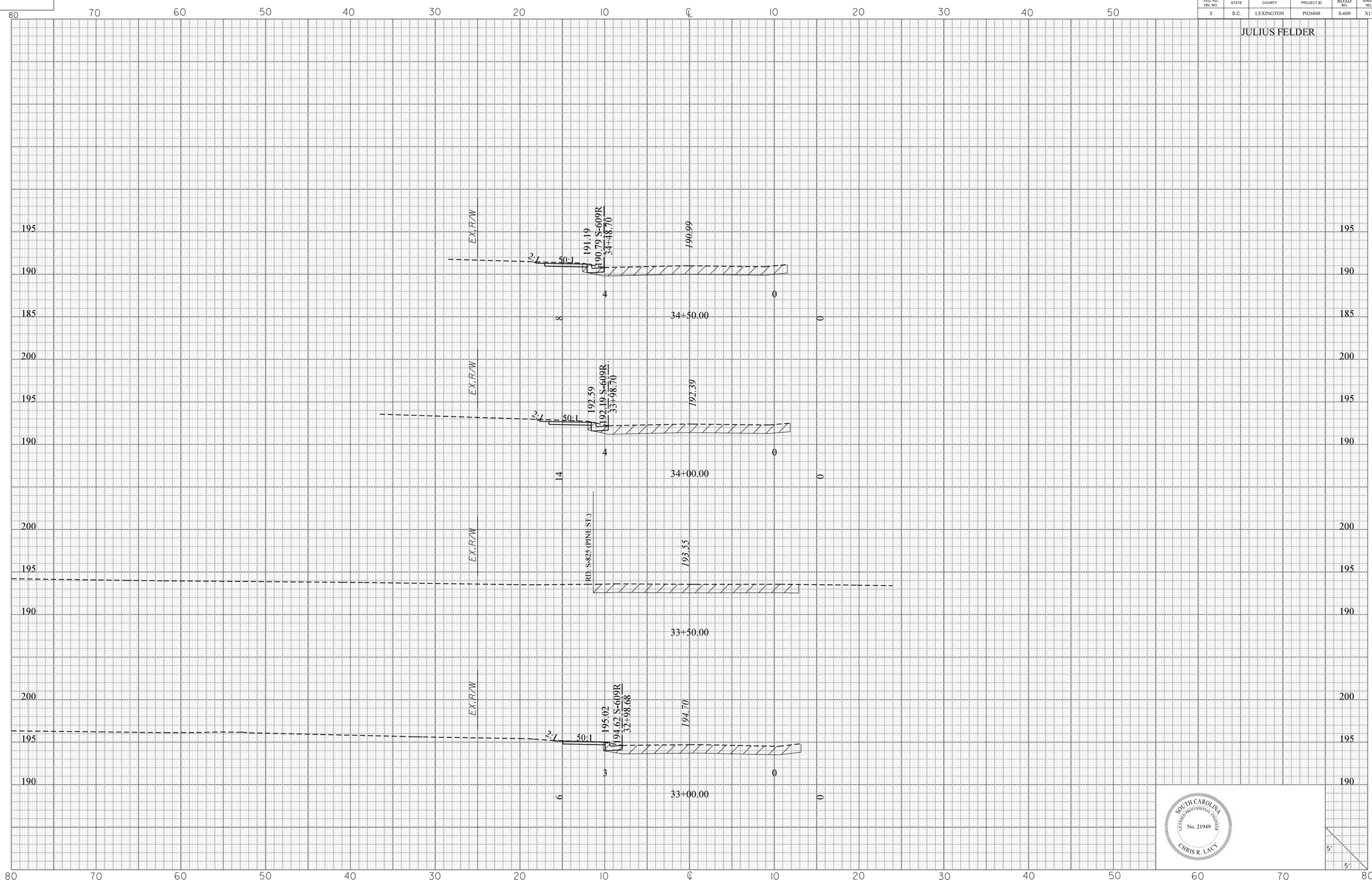


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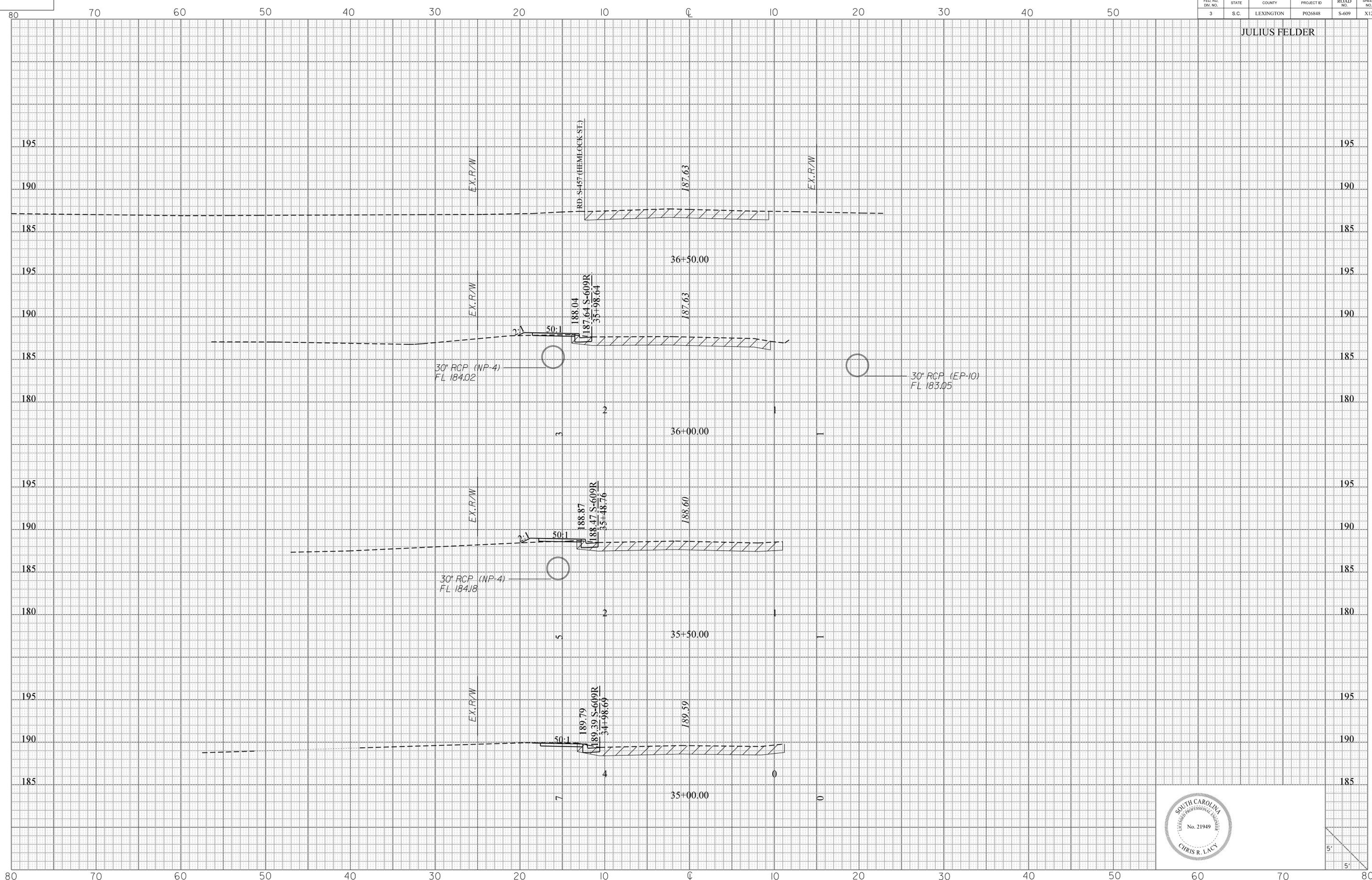


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JULIUS FELDER



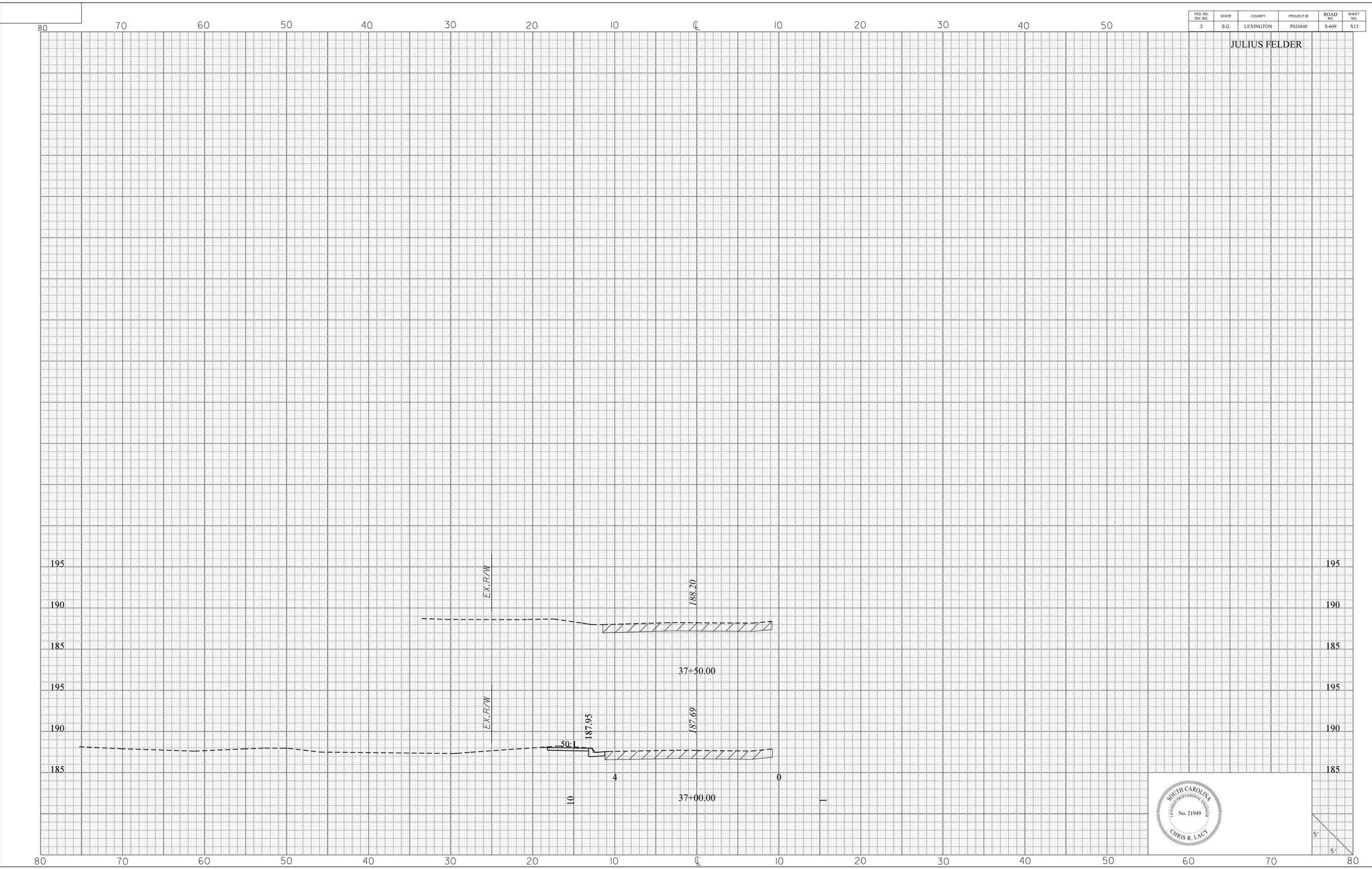
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| FED. RD. DIV. NO. | STATE | COUNTY | PROJECT ID | ROAD NO. | SHEET NO. |
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JULIUS FELDER

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31-JUL-2017



Memorandum

To: Mayor and Council
From: Chief Byron Snellgrove
Date: August 8, 2018
Subject: Resolution approving an Agreement for Mutual Aid and Support with the Town of Pine Ridge.

ISSUE

Consideration of a resolution approving an Agreement for Mutual Aid and Support with the Town of Pine Ridge.

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 Support 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 and Support with the Town of Pine Ridge and authorize the Mayor to sign the agreement on behalf of the City.

| | | |
|--|-----------------------|---|
| STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON CITY OF CAYCE |))))) | RESOLUTION Approving Law Enforcement Assistance and Support Agreement with Town of Pine Ridge and Pine Ridge Police Department |
|--|-----------------------|---|

WHEREAS, the need for law enforcement agencies to enter into contracts with other law enforcement agencies for mutual aid and support is recognized in Chapter 20 (“Law Enforcement Assistance and Support Act”) of Title 23 (“Law Enforcement and Public Safety”) of the South Carolina Code of Laws; and

WHEREAS, S.C. Code section 23-20-40(B), which is a part of Chapter 20 of Title 23 of the State Code, provides that an agreement entered into pursuant to that chapter on behalf of a law enforcement agency must be approved by the appropriate governing body of the concerned county, municipality or other political subdivision; and

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

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

The City Council hereby ratifies or approves the City of Cayce and its Department of Public Safety entering into a Law Enforcement Assistance and Support Agreement for law enforcement services, as attached, with the Town of Pine Ridge and the Pine Ridge Police Department. The City Manager and the Director of the Department of Public Safety are authorized to sign the Agreement on behalf of the City.

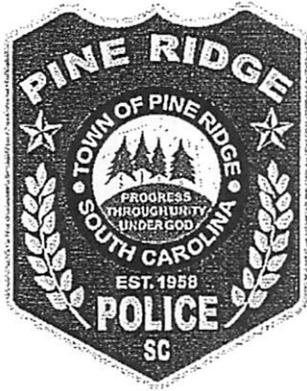
ADOPTED this _____ day of August 2018.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk

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



Pine Ridge Police Department

2757 Fish Hatchery Rd
West Columbia, SC 29172

Phone: (803) 755-2500
Fax: (803) 955-0605

Nicholas "Nick" Scott
Chief of Police

June 18, 2018

Dear Director Snellgrove,

We sincerely appreciate the working relationship we have with your agency and are looking forward to another year of teamwork with all the agencies in the Midlands. In order for our agencies to participate in activities and emergency situations together, we need to update our mutual aid agreement because we have a new Chief.

We are enclosing two copies our of Mutual Aid Agreement that meets the requirement of the South Carolina Supreme Court decision. Our Governing Authority, Mayor Robert M. Wells Jr, and I have signed the attached agreement. Please have your council person, mayor, city manager or appropriate authority to also sign this agreement, along with two witnesses and return a copy to our agency and keep a copy for your files. Please note that there is not an expiration date. The agreement will be in effect as long as the agency heads and governing authority remain the same as noted in the agreement.

Again, we look forward to working with your agency. If you have any questions concerning the enclosed, please feel free to call me at 803-755-2500.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Scott".

Nicholas Scott
Chief of Police

~~extended into areas of operation that are located outside the geopolitical territorial limits of that party.~~ *MCC*

2. REQUEST FOR ASSISTANCE

Pursuant to this Agreement, law enforcement officers may be requested to perform public safety functions across jurisdictional lines, including, but not limited to, participation in multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement 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 from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the **Chief of Police of Pine Ridge Police Department**, or his/her designee, or the **Director of Public Safety of Cayce DPS** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ~~(xx)~~ *7* days of the request. *MCC*
- B. Reply. A reply to any request for assistance shall only be made by the **Chief of Police of Pine Ridge Police Department**, or his/her designee, or the **Director of Public Safety of Cayce DPS** or his/her

designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers 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 geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, AND

Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

6. COSTS

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. In the event extraordinary costs are incurred in the course of rendering aid pursuant to this Agreement, the Responding Party may request reimbursement by remitting to the Requesting Party an itemized statement of such expenses.

7. RECORDS

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

8. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

9. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Those officers' salaries and benefits shall continue to be paid by the department where they are permanently employed. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

10. 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.

11. LIABILITY

Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and the individual officers shall not be indemnified for any material damage to his/her property, injury to his/her person, or on account of his/her death resulting from the performance under this agreement.

The party receiving aid under this Agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a responding party under the terms of the South Carolina Worker's Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. All parties shall be responsible for payment of compensation and benefits only to their respective employees.

This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action under this agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for defending any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in providing mutual aid and/or law enforcement services and assistance pursuant to the terms and conditions of this Agreement.

12. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance. Such responding officers shall, in all events retain employee status with the Responding Party. Officers of the Requesting Party shall in all events retain employee status with the Requesting Party.

13. MODIFICATION OR AMENDMENT

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

14. **RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES**

Each party to this Agreement is responsible for obtaining approval from its respective governing body, to the extent required under South Carolina law.

15. **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.

16. **BINDING SUCCESSORS IN OFFICE**

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

17. **NO INDEMNIFICATION OR THIRD PARTY RIGHTS**

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its 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 party or entity not a party to this agreement.

18. **TERMINATION**

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

19. **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.

20. **USE OF EQUIPMENT AND FACILITIES**

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

PINE RIDGE POLICE DEPARTMENT

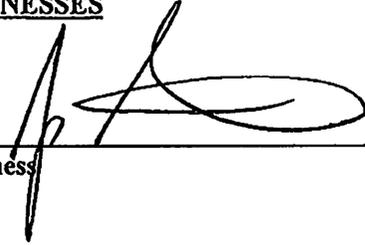


Nicholas Scott, Chief of Police
Pine Ridge Police Department

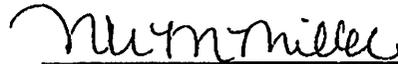


Mayor/ Administrator

WITNESSES



Witness



Witness

CAYCE DEPARTMENT OF PUBLIC SAFETY

Byron Snellgrove, Director
Cayce Department of Public Safety

Mayor/ Administrator

Witness

Witness

Memorandum

To: Mayor and Council

From: Brian Watkins, City Manager
Carroll Williamson, Planning & Development Director

Date: August 14, 2018

Subject: Approval of a Contract for Revenue Enhancement Consulting Services

Issue

City staff, as directed by Council in the 2017 Council Retreat and Strategic Plan, have identified a method for potentially increasing business license revenue.

Discussion

At the July 2017 City Council Retreat, Council expressed interest in expanding revenue opportunities for the City. Many possibilities were discussed, including contracting with a company to perform a business license audit to review whether the City was collecting the appropriate business license revenue from the various businesses operating in Cayce. Resulting from the Retreat was a Strategic Plan for staff that included the following:

Strategic Priority: Economy

Objective: Diversify & expand revenue opportunities

Measurable: Increase business license revenue at least 2% annually through previously uncollected revenues

Staff received proposals from three companies that provide revenue enhancement consulting services. These services include not only business license audits, but also hospitality tax and accommodations tax audits.

After a full review of services offered, fee structures, and reference review, staff selected Southern Resource Advisors as the company for contracting. Southern Resource Advisors will work with the City for a period of two years.

Recommendation

Staff recommends Council accept the recommendation for revenue enhancement consultant and authorize the City Manager to execute the contract for services.



Southern Resource Advisors

Consulting Services Agreement

This Consulting Services Agreement (this “**Agreement**”) is entered into effective as of _____, 2018 by and between the City of Cayce (the “**Client**”) and Southern Resource Advisors LLC (the “**Consultant**”). Client desires to engage Consultant to provide the services described in this Agreement, and Consultant desires to provide such services pursuant to the terms of this Agreement. In consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. Client hereby engages Consultant, and Consultant hereby accepts such engagement, as an independent contractor to provide certain services to Client on the terms and conditions set forth in this Agreement. Consultant shall provide to Client the services set forth on Schedule 1 (the “**Services**”). Unless otherwise set forth in Schedule 1, Consultant shall furnish, at its own expense, the equipment, supplies and other materials used to perform the Services.
2. Fees and Expenses. As full compensation for the Services, Client shall pay the fees set forth on Schedule 1 (the “Fees”), payable in accordance with the terms set forth on Schedule 1. Consultant shall be solely responsible for any travel or other costs or expenses incurred by Consultant in connection with the performance of the Services, and in no event shall Client reimburse Consultant for any such costs or expenses.
3. Relationship of the Parties. In performing the Services, Consultant shall act as an independent contractor of Client only, and Consultant shall not receive any commission, fees or other compensation from any vendor, service provider or party other than the Client. Consultant shall be an independent contractor of Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Consultant and Client for any purpose. Consultant has no authority (and shall not hold itself out as having authority) to bind Client and Consultant shall not make any agreements or representations on Client’s behalf without Client’s prior written consent. Without limiting the foregoing, Consultant will not be eligible to participate

in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Client to its employees, and Client will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Consultant's behalf. Consultant shall be responsible for all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Consultant in connection with the performance of the Services shall be Consultant's employees or contractors and Consultant shall be fully responsible for them.

4. Access. Client shall provide Consultant with access to its premises, equipment, data and information to the extent necessary for the performance of the Services or the determination of the Fees due.

5. Confidentiality. Consultant acknowledges that it will have access to information that is treated as confidential and proprietary by Client, including, without limitation, information pertaining to business operations and strategies, pricing, finances, sourcing, and operations of Client, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**"). Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party other than Consultant's employees, officers, directors, contractors, or other advisors who need to know such Confidential Information in connection with the performance of the Services and are bound by confidentiality obligations no less protective of the Confidential Information than the terms of this Agreement without the prior written consent of Client in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Confidential Information shall not include information that is or becomes generally available to the public other than through Consultant's breach of this Agreement or is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order.

6. Miscellaneous. Each party represents and warrants to the other party that (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder and (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action. This Agreement, together with Schedule 1, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party waiving compliance. This Agreement is not assignable by any party without prior written consent of the other party; provided, however, that subject to the requirements in Section 5 above, Consultant may subcontract the performance of any of its duties or obligations under this Agreement to any third party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first written above.

Consultant:

Client:

SOUTHERN RESOURCE ADVISORS LLC

City of Cayce

By: _____

By: _____

Phillip R. Huffman, President

Name: _____

Title: _____

SCHEDULE 1

1. Services: Consultant shall examine and analyze the items of expense and revenue of Client listed below and make recommendations to Client regarding ways to reduce such expense or to general additional revenues:

Any and All Revenues and Non-Personnel Expenses (excluding Business License)

After Consultant has examined and analyzed such expenses and revenues, then Consultant shall prepare and deliver a written report to Client with Consultant's recommendations to reduce expenses or generate additional revenues for Client. Client shall determine which, if any, of such recommendations that Client desires to implement (each a "**Selected Service**"). Consultant will assist Client with implementing each Selected Service.

2. Fees and Payment Terms: For each Selected Service, for a period of [twenty-four (24)] months (the "**Term**") immediately following the date that Client implemented each Selected Service, Client agrees to pay Consultant a fee (the "**Fee**") equal to fifty percent (50%) of every dollar either (a) saved, credited, refunded or otherwise reduced from Client's previous expenses or (b) earned as additional revenue from Client's previous revenues. On a quarterly basis following each three (3) month period during the Term, Consultant shall examine and analyze Client's records to determine the actual amounts saved, credited, refunded or collected as additional revenue for such period and then submit an invoice, together with any reasonable supporting documentation, to Client indicating the Fees due for such period. Client shall pay each invoice within thirty (30) days following the date of each invoice.

3. Termination of a Selected Service. Either party, in its sole discretion, may terminate any Selected Service at any time during the Term, without cause, by providing at least thirty (30) days prior written notice to the other party. The expiration or termination of this Agreement or of any Selected Service, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation, incurred by either party prior to such expiration or termination or that otherwise survives the expiration or termination of this Agreement or of any Selected Service.

SCHEDULE 2

1. Services: Consultant shall examine and analyze the item of revenue of Client listed below and make recommendations to Client regarding ways to generate additional revenues:

Additional Business License Revenues

After Consultant has examined and analyzed such revenues, then Consultant shall prepare and deliver a written report to Client with Consultant's recommendations to generate additional revenues for Client. Client shall determine which, if any, of such recommendations that Client desires to implement (each a "**Selected Service**"). Consultant will assist Client with implementing each Selected Service.

2. Fees and Payment Terms: For the Selected Service indicated above, for a period of twenty-four (24) months (the "**Term**") immediately following the date that Client implemented the Selected Service, Client agrees to pay Consultant a fee (the "**Fee**") as outlined below:

- 40.0% for the first \$35,000 of additional business license revenue,
- 45.0% for the next \$35,000 of additional business license revenue,
- 50.0% for all additional business license revenue in excess of \$70,000.
- 40.0% for annual renewals on discovered business license.

On a monthly basis during the Term, Consultant shall examine and analyze Client's records to determine the additional revenue collected for such period and then submit an invoice, together with any reasonable supporting documentation, to Client indicating the Fees due for such period based on the additional revenue collected. Client shall pay each invoice within thirty (30) days following the date of each invoice.

3. Termination of a Selected Service. Either party, in its sole discretion, may terminate any Selected Service at any time during the Term, without cause, by providing at least thirty (30) days prior written notice to the other party. The expiration or termination of this Agreement or of any Selected Service, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation, incurred by either party prior to such expiration or termination or that otherwise survives the expiration or termination of this Agreement or of any Selected Service.

Memorandum

To: Mayor and Council

From: Rachele Moody, Assistant to the City Manager

Date: August 14, 2018

Subject: National League of Cities Service Line Warranty Program

Issue

At the April 18, 2018 Council meeting, Mayor and Council received a presentation from Mr. Dennis Lyon regarding the National League of Cities (NLC) Service Line Warranty Program. An overview of the program was provided, as well as information about how the City of Cayce residents could opt in to a service line warranty through a company called Utility Service Partners. There is no charge to the City and the program is administered by an outside vendor.

Discussion

Since the presentation, at the request of Council, staff has performed additional research regarding the program. Staff provided Council a sample marketing letter and statements from administrators in other South Carolina cities who currently participate in the NLC Service Line Warranty Program.

Staff has engaged in follow up discussions with Mr. Lyon regarding the program, and he has provided a copy of an agreement with Utility Service Partners. If Council chooses to participate in the program, the City would authorize the third party company Utility Services Provider to market to Cayce residents and sell warranty programs per the specifications below:

- a. External water service line warranty (initially, \$5.25 per month)
- b. External sewer/septic line warranty (initially, \$7.25 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.49 per month)

There is no charge to the City to participate in the program. The program is operated by a third party vendor. However, the City could choose to charge a \$.50 fee per product per month on top of the vendor's monthly fee, and collect revenue from the program.

Attached for review are the following documents, both of which were originally provided at the April 18 City Council meeting:

- Term Sheet
- Informational PowerPoint presentation

Recommendation

Staff recommends Council provide guidance as to whether the City Manager should enter into a contract with Utility Services Partners to allow the company to sell service line warranties to Cayce residents. And if so, staff recommends Council provide guidance to staff whether to charge a \$.50 fee per product per month to be remitted to the City of Cayce.



CITIES STRONG TOGETHER

Service Line Warranty Program

City of Cayce, SC

Dennis Lyon – 412-266-9545

dlyon@utilitysp.net



NLC Service Line
Warranty Program

Recent Harris Poll results (2000 adults surveyed)

- Nearly 2 in 5 Americans don't have the necessary funds set aside to cover a \$500 repair (including almost half of millennials)
- 1 in 2 Americans describe their current state of household finances as either fair, poor, or terrible.
- 3 in 10 Americans aged 37+ cited they had no money set aside for emergency repairs.
- 46% of respondents had an emergency repair in the last 12 months.
- 80% of respondents either strongly or somewhat agreed with the statement: *Local community governments should be responsible for educating homeowners about external water lines on their property that are not covered by homeowners' insurance, the city/town or the local utility (i.e., meaning that if a problem were to occur, the homeowner would be solely responsible for the cost out of pocket).*

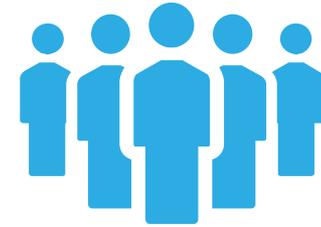
WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities

PROGRAM BENEFITS

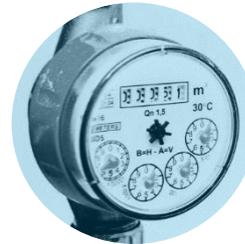
- Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate/Turnkey approach
- Ongoing Revenue Stream for the Municipality
- Free Public Awareness Campaign
- Educates homeowners about their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable contractor is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



OUR SERVICE AND WHAT IT COVERS



SEWER LATERAL &
SEPTIC LINE COVERAGE



WATER LINE & WELL LINE
COVERAGE

Homeowner repair protection for broken, cracked, or leaking water and sewer lines from the point of utility connection to the home exterior.

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident (includes public street & sidewalk cutting).
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING
AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage includes:

- Up to \$3,000 coverage per repair incident
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- Repair of clogged toilets
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

Incremental Revenue Stream

- City receives \$.50 per month per paid warranty contract
 - Paid as royalty each January
- Yours to use as you wish
 - Examples:
 - General fund
 - Low income utility assistance program
 - Offset water bill/leak
 - Donate to charity
 - Use towards NLC/State League dues
- Can decline revenue
 - Savings passed directly to residents



MARKETING APPROACH

- Only market by direct mail - no door to door or telemarketing
- Limited to 3 mailing campaigns per year
- Would never mail without your review and approval of marketing material before each and every campaign
- Marketing clearly states city does not provide program
- Participation always voluntary for the homeowner
- City role: logo & signature
 - Economy of scale
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time



OVER 500 MUNICIPAL PARTNERS IN 37 STATES



OUR PARTNERSHIPS IN SOUTH CAROLINA

- City of Gaffney
- City of Union
- Town of Carlisle
- Town of Chesterfield
- Town of Lexington
- City of North Myrtle Beach



- Over 3,000 South Carolina residents currently enrolled in the program
- Over \$530,000 paid in repair costs over the last three years

PROGRAM SUCCESS & NOTES

- Endorsement \neq Exclusivity
- Currently serving over 3.4 million customers
- Saved customers over \$394 million in repair costs over the past 3 years
- 97% claim approval rating
- 99.6% claims satisfaction rate
- 82.5% customer retention rate
- 95%+ customer satisfaction rating 10 years running
- 9 of every 10 customers surveyed have recommended the program to friends, family, and neighbors

Q & A



NLC Service Line Warranty Program
City of Cayce, SC
Term Sheet
March 21, 2018
(Term Sheet valid for 90 days)

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External water service line warranty (initially, \$5.75 per month)
- b. External sewer/septic line warranty (initially, \$7.75 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the meter the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.

Memorandum

To: Mayor and Council
From: Erin Nanney, Clerk of Court
Date: August 14, 2018
Subject: Approval of Electronic Court Payments

ISSUE

Currently, Cayce Municipal Court does not have electronic payment capabilities, which includes online payments. The only acceptable forms of payments are cash, money order or cashier's check. Not only is this an inconvenience for the public, the Court is not able to collect as much as it could if electronic payments were accepted.

BACKGROUND/DISCUSSION

In the past year, Cayce Department of Public Safety has added 3 traffic units which has increased the amount of traffic tickets being written. With this comes a higher expectation from citizens when trying to pay these fines, that all forms of payment will be accepted. Cayce Municipal Court fields phone calls on a regular basis where people are attempting to pay a ticket online and are unable to do so. Frequently, these calls are from people who live out of the area and aren't able to come pay in person. Therefore, their only other option is to mail a money order or cashier's check to Cayce Municipal Court. Most who come in person to pay a fine, come with the expectation of being able to do so electronically. Unless they have foreknowledge of the current payment policy, they must return with one of the acceptable forms of payment. Some return, some do not.

Municipal Court and Public Safety staff reviewed three vendors the City could contract with to provide electronic and online payment services: 1) GovPayNet, 2) SC.gov, and 3) nCourt. The recommendation from Cayce Municipal Court is to utilize nCourt services. nCourt is the only vendor fully compatible with our LawTrak software; offers a customizable webpage to pay tickets; posts payments daily; and provides a reconciliation report with an itemized list of each payment made (records are kept indefinitely). In the event a bad payment is made, nCourt guarantees the payment to the City and handles the fraud/bad payment on their end. There is no charge to the City to for nCourt services.

RECOMMENDATION

Staff recommends Council to approve the contract between the City of Cayce and nCourt and to authorize the City Manager to sign.



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July 27th, 2018

Cayce Municipal Court
2 Lavern Jumper Road
Cayce, South Carolina 29033
Attn: Brian Watkins, City Manager

Dear Brian Watkins:

As requested, this letter agreement (“Agreement”) with City of Cayce for its Municipal Court (hereinafter referred to as the “Agency”), sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing Cayce Municipal Court with an electronic payment processing program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC (“nCourt”) is a government services, technology company that, among other things, provides software that permits government agencies to collect citizen payments online via the web or mobile device, through payment IVR’s, via our live, bilingual call center, and at the government office locations using credit/debit cards and/or ACH/e-check (the “Program”).
2. nCourt shall build, host and maintain an Agency-specific website(s) for Cayce Municipal Court. nCourt will purchase a URL, [www.\[TBD\].com](http://www.[TBD].com) .
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a ‘user fee’ included in the payment transaction as follows:
 - Citation payments made online via the web or mobile device – 5.0%
 - Citation payments made via the live, bilingual call center – 7.0%
 - Citation payments made at Agency office locations via PCI compliant, EMV ready card readers – 3.5%
4. Upon completion of the solution, nCourt will provide the Agency with 2 Ingenico iPP320 PCI compliant, EMV ready credit card reader(s) for taking payments at Agency office locations. Upon receipt, this hardware becomes the sole and exclusive property of the Agency. nCourt will facilitate processing of any warranty claims on the provided devices during the manufacturers’ warranty period. Following the expiration of the manufacturers’ warranty, nCourt will subsidize the replacement of any defective or damaged device according to the following schedule:

| <u>Replacement period</u> | <u>nCourt will pay x% of the replacement cost</u> |
|--|---|
| 1 st year following warranty expiration | 25% |



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| | |
|---|------|
| 2 nd year following warranty expiration | 50% |
| 3 rd year following warranty expiration | 75% |
| 4 th year following warranty expiration and beyond | 100% |

5. There is no cost to the Agency for the implementation and operation of the Program unless specified otherwise herein. Agency will make resources available to assist nCourt in the timely launch of the payment processing program. The expected “go live” date for the services contemplated in this Agreement is 90 days from the execution of this Agreement.
6. nCourt will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
7. The Agency via their case system, LawTrak, will update nCourt’s payment program on a near real-time basis, with data on all open and payable case from the Agency’s server. Upon exchange of the data, the information may be accessed and payment made by the citizen. Data will be searched by the first and last name, or similar identifying characteristic of the citizen.
8. If there are designated payments which are ineligible for online payment, the Agency will be able to omit those records from being paid through nCourt via their case system.
9. When a payment is authorized, nCourt will provide notification to the Agency by automated email. All payment transactions will automatically update the Agency’s case system.
10. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Agency processes the payment.
11. Payments are deposited daily into a government fees custodial account and transferred by ACH electronic transfer to the Agency on a daily basis. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by nCourt.
12. nCourt guarantees to Cayce Municipal Court 100% of all fees collected, regardless of any chargeback issues with all forms of payment except for citizen ACH payments. In the case of suspected fraud, nCourt may, from time to time, reach out to the Cayce Municipal Court for assistance in pursuing resolution to suspected fraudulent chargebacks. In such instances, Agency agrees to provide reasonable assistance to nCourt in these efforts. Such support may include providing documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying assessment/payment due.
13. nCourt shall hold harmless, indemnify and defend the City of Cayce, and all of its officers, employees and/or officials from any and all liability, actions, claims, losses,



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damages or other costs of whatsoever nature that may be asserted by any person or entity arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.

14. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of Agency personnel.
15. **Electronic Payment System Utilization.** Agency will make nCourt's Services available to its citizens through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Agency's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Agency's general IVR/Phone system and d) other channels deemed appropriate by the Agency.

nCourt shall provide the Agency with logos, graphics and other marketing materials for use in its communication with its citizens regarding the payment services provided by nCourt. Both parties agree that nCourt will be presented as the primary payment method option. Agency will communicate the nCourt payment Service option to its Citizens wherever the Agency generally communicates its other payment methods.

Agency's Responsibilities; In order for nCourt to provide the Services outlined in this Agreement, the Agency shall:

- Provide ACH forms required for the remittance of funds.
- For the duration of this Agreement, Agency will maintain an active link connecting the Agency website and the nCourt payment portal in a prominent and mutually agreed location on the Agency website. The phone number for the payment IVR and nCourt Call center (if applicable) will also be added to the website. Agency will also add the IVR payment option as part of the Agency general phone system.
- Implement the items identified in item 15.
- Agency will launch the nCourt electronic payment processing service to its citizen within 90 days from the execution of the agreement.
- Agency will make LawTrak aware of the requirement to integrate with the nCourt system and of the anticipated "go live" date contemplated herein. Agency will compel said vendor to actively participate in accomplishing the "go live" of the Program in the specified timeframe outlined herein.
- For the purpose of providing the Agency a posting file for posting to the Agency's case management system, LawTrak; Agency will provide the file format specification currently used to post its payments to the case management system, LawTrak. Agency will fully cooperate with nCourt and provide the information required to integrate with the Agency's case management system.

The expected processing volume in the Program is estimated at 500 transactions per month.



APPENDIX A

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the "ACCEPT TERMS" button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press "DECLINE TERMS" button to return to the Citation Search screen.

The systems in place for automated processing of information from this court have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this automated payment system, USER acknowledges and understands that nCourt is providing this service as an agent of the court for the strict purpose of accepting electronic payments due to the court and remitting such funds to the court. nCourt has no legal authority related to the USER's obligation to the court. By using this system, USER also acknowledged errors may occur just as errors can occur with human processing of information. By using this service, you agree that this is voluntary and that you (the "USER") understand that the service fee added to the payment(s) being made are charged by the Provider to pay merchant processing fees, web hosting fees, administration and other costs and expenses associated with providing this service. No part of the service fee benefits the court, the judge, any specific civil service individual or any jurisdiction in which the charges or fees were levied, incurred or are being paid.

Other than in connection with processing the payment being made, to the fullest extent possible, identifying private information will not be distributed in any way. No data records or other information will be used, released or sold to any third party. No information will be released to any other party unless such party requires the information for purposes of processing or providing another service essential to completing the transaction related to the payment(s) being made.

nCourt, LLC (the "Company") agrees to use all reasonable efforts to provide accurate processing of information provided from court files and to diligently distribute information provided by the USER to the court. nCourt, LLC cannot and does not guarantee the accuracy or timeliness of any provided information provided and expressly disclaim any warranty, including merchantability and fitness for a particular use under the Uniform Commercial Code of Georgia beyond the extent of the service fees paid by the user of the service.

nCourt, LLC has in place a comprehensive security plans and internal control plan which is designed to ensure the anonymity of program user information. Further, access to such information is controlled and restricted to authorized personnel only. The payment submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is being transferred across the internet. Your personal financial data is NOT stored on computers administered by the Company.

By submitting this information electronically, you agree to release the court, judge, civil service individuals or any jurisdiction in which the charges or fees were levied, and nCourt, LLC, its principals, officers, directors, employees, agents affiliated companies, successors and assignees (collectively the 'Providers') from any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected to the use of the Program or with the delay or inability to use it, or for any information, software, products and services obtained through this program, or otherwise arising out of the use of this program, the internet generally, or on any other basis (whether based on contract, tort, strict liability or otherwise.) The Providers will not be responsible for any security breaches or non-compliance with Federal or State law or terms of this agreement which results in any act or omission of the USER or a third party unrelated to the negligence of the Provider.

The operation of this online payment program is based in Kennesaw, Georgia and any action of any nature against the company must be brought in Cobb County, Georgia. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Provider(s) against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Provider(s) to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, process fees, costs, attorney's fees, plus any incidental or associated damages proven by the Provider(s). Any such civil actions shall be brought in the courts of Cobb County, Georgia, without regard to choose of law, and all parties consent to jurisdiction and venue therein.

Nothing herein is to be construed as legal counsel or advice. Users should consult with their own legal counsel with respect to the implications of making the payment through this system.

Any purchases made by a USER from nCourt, LLC via the nCourt web services sites are NON-REFUNDABLE, in whole or in part, once the payment has been submitted, confirmed and accepted by the court. If the submission is rejected by the court, refunds will be processed via credit card, ACH or paper check. Any processing fees associated with the transaction are NON-REFUNDABLE.

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the "ACCEPT TERMS" button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press "DECLINE TERMS" button to return to the Citation Search screen.

Please indicate your consent to these terms by pressing the 'Accept Terms' button.



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nCourt LLC partners with Vantiv, LLC and Fifth Third Bank. Please sign the bottom of this form and return it to us immediately as confirmation of understanding the terms and conditions of our service.

Cayce Municipal Court understands that nCourt LLC will provide customer support and billing associated technology services. Cayce Municipal Court hereby authorizes Vantiv, LLC. to fund a bank account designated by nCourt LLC for your benefit and to make direct deposit of Visa, MasterCard, and Discover funds into this account. Vantiv, LLC will debit an account owned and designated by nCourt LLC: (1) for the discount fees, and other charges incurred in connection with Cayce Municipal Court card processing; (2) for all chargebacks and adjustments; (3) for arbitration fees, fines, penalties, etc. charged by the associations incurred as a result of Cayce Municipal Court card processing; and (4) for any other amounts described in the Sub-Merchant Agreement Terms and Conditions. Cayce Municipal Court has read, understands and agrees to be bound by the terms and conditions of the Merchant Service Agreement attached hereto, which is hereby incorporated by reference and may be modified or amended from time to time.

By: _____

Title: _____

Date: _____

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and _____ ("Sub-merchant") in connection with the agreement between Sub-merchant and NCOURT, LLC ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

Memorandum

To: Mayor and Council

From: Byron Snellgrove, Public Safety Director
Rachelle Moody, Asst. to the City Manager

Date: August 10, 2018

Subject: Training Range Agreement with Lexington County Health Services District Inc.

ISSUE

The Cayce Department of Public Safety wishes to enter into an agreement with the Lexington County Health Services District Inc. to allow the certified and retired officers of that agency to utilize the City's training range.

BACKGROUND/DISCUSSION

The Cayce Department of Public Safety has recently strengthened relationships with neighboring jurisdictions. This assists the department greatly with investigations, manpower issues, and sharing of information. The Lexington County Health Services District Inc. has had difficulties in securing a place for their officers to attend training and meet the certification requirements set forth by the SC Criminal Justice Academy. The Cayce Department of Public Safety can allow Lexington County Health Services District Inc. the use of the department's training range several days per month for their training and certification needs. Their use of the training range will not negatively impact Cayce Department of Public Safety's ability to use the facility. Lexington County Health Services District would also provide financial assistance for training range upgrades and supplies that would greatly benefit both parties.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to sign a contract with the Lexington County Health Services District for the use of the City's training range.

FIRING RANGE UTILIZATION AGREEMENT

This Firing Range Utilization Agreement (“**Agreement**”) is entered into this ____ day of _____, 2018, by and between **Lexington County Health Services District, Inc.**, a South Carolina Regional Health Services District organized pursuant to S.C. Code Ann. §§ 44-7-2010 *et seq.* and Lexington County Ordinance 88-1 (“**LCHSD**”), and the **City of Cayce**, South Carolina (“**City**”) (“**Party**” or “**Parties**”).

RECITALS

WHEREAS, LCHSD is a body politic and political subdivision of the State of South Carolina and employs public safety officers (“**Officers**”) to serve and protect the jurisdiction of LCHSD; and

WHEREAS, LCHSD must provide appropriate training, qualification, and/or certification (“**Firearms Training**”) for its Officers in the handling and discharge of firearms; and

WHEREAS, LCHSD is in need of an appropriate facility to provide its Officers with Firearms Training; and

WHEREAS, City is the owner of that certain piece of property more particularly described on Exhibit A, attached to this Agreement and incorporated herein by reference, located in Lexington County, South Carolina, and bearing Tax Map No.: 005800-03-002 (“**Property**”); and

WHEREAS, City intends to develop and use Property, or a portion of Property, as a firing range for the benefit of the law enforcement officers employed by its Department of Public Safety; and

WHEREAS, City and LCHSD engage, or intend to engage, in certain joint law enforcement training exercises; and

WHEREAS, LCHSD and City believe it would be in the best interests of both Parties to allow LCHSD to utilize Property pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are an integral part of this Agreement without which the Parties would not have entered into this Agreement and are incorporated herein by reference as if fully restated.

2. Utilization of Premises.

- (a) City agrees to allow LCHSD to access and use Property as a firing range for providing Firearms Training for its Officers and for participation in such joint training exercises with City's law enforcement officers as City's Department of Public Safety and LCHSD deem beneficial and appropriate. LCHSD shall have access and use of the Property no less than four (4) business days per month. LCHSD shall provide City with written notice of its intent to use Property no less than ten (10) business days prior to such usage. City reserves the right to deny LCHSD access to Property in the event of a scheduling conflict; however, the Parties agree to work together to resolve any scheduling conflicts, and City shall not unreasonably deny LCHSD access to Property such that LCHSD's right to four (4) days of use per month is denied or restricted in such a manner as to frustrate the intent of this Agreement. LCHSD acknowledges and agrees that its utilization of Property four (4) business days per month shall include days, if any, in which LCHSD and City engage in joint training programs.
- (b) LCHSD agrees to allow only currently employed and retired LCHSD Officers to use Property. Officers shall only use Property in their official capacity and/or in connection with the performance of their official duties as Officers for LCHSD.
- (c) LCHSD shall furnish any disposable equipment required for its utilization of Property as a firing range, including, but not necessarily limited to, disposable targets, cardboard, and associated target materials, and all ammunition, all of which shall be for LCHSD's exclusive use.
- (d) LCHSD may construct or establish, at its sole expense, a storage facility for mutual use between the City and LCHSD. Should said facility be able to be relocated upon termination of this Agreement, LCHSD shall have the right to remove it from Property, at LCHSD's sole expense. Should said facility not be able to be relocated or should LCHSD not remove the storage facility within thirty (30) days of the termination of the Agreement, City shall have the right to take possession of the storage facility and shall be deemed to have full ownership rights therein.
- (e) Each Party shall be responsible for clean up of Property after its use and for ensuring that Property and all improvements thereon remain in good condition, notwithstanding normal wear and tear. Each Party agrees to be responsible for any damage sustained to Property and/or any improvements thereon, which is caused by the Party's negligence, recklessness, or intentional misconduct.

3. Improvements to the Property.

- (a) The City has developed the Property for use as a firing range. If LCHSD is paying for any or all upgrades or modifications to the property, the Parties agree that they will jointly approve plans for any future upgrades or modifications to the

Property. All plans shall be in accordance with industry standards for firing ranges and compliant with federal and state law.

- (b) In the event this Agreement is terminated by either party and LCHSD has incurred costs for all or some of upgrades or modifications to the Property, City shall reimburse LCHSD for the costs incurred by LCHSD. Any reimbursement required pursuant to this paragraph shall be based on the actual costs incurred by LCHSD and shall be pro-rated based of calendar days in the year in which the Agreement was in effect. For example, if LCHSD invests \$6,000.00 in upgrades or modifications and the Agreement terminates after 120 days, City would reimburse LCHSD for \$4,027.20 of its \$6,000.00 investment ($\$6,000/365 = \$16.44/\text{day} * 120 \text{ days} = \$1,972.80; \$6,000 - \$1,972.80 = \$4,027.20$).
 - (c) With the exception of the provisions set forth in Subparagraph 2(d) above, all improvements made to Property shall be deemed permanent fixtures and shall become part and parcel of Property. Upon termination of this Agreement, LCHSD shall have no rights to, or ownership interest in, any improvements unless otherwise agreed upon, in writing, by the Parties.
4. Maintenance of Property. In accordance with the provisions of Subparagraph 2(e) above, LCHSD shall be responsible for clean up of Property after its use and for ensuring that Property and all improvements thereon remain in good condition, notwithstanding normal wear and tear. LCHSD shall be responsible for the repair of any damage to Property caused by LCHSD's negligence, recklessness, or willful misconduct. Notwithstanding the foregoing, City shall be responsible, at its sole expense, for all routine maintenance and repairs to Property and any improvements thereon, including, but not necessarily limited to, maintenance of all roads, parking areas, berms, risers, culverts, buildings, storage facilities, shooting and observation stands, or other architectural or landscaping features.
5. Utilities and Taxes. City shall be responsible, at its sole expense, for securing the provision of all utilities, including, but not necessarily limited to, water, sewer, gas, electricity, garbage collection, and telephone or other communication services, necessary for the operation of Property as a firing range. To the extent any taxes or fees are assessed on the Property, City shall be responsible for payment of all such taxes and fees, at City's sole expense.
6. Indemnification. Each party agrees to and does hereby assume sole responsibility for its own acts and omissions with respect to third parties which give rise to any claim arising out of this Agreement, provided, however that either party's responsibility or liability for any damages arising out of its acts or omissions are expressly subject to the limitations set forth in Section 15-78-10 et seq. of the South Carolina Code of Laws.
7. Insurance.

- (a) The Parties agree to maintain, at all times, general liability insurance in amounts consistent with the limitations of liability set forth in the South Carolina Tort Claims Act (S.C. Code Ann. §§ 15-78-10 *et seq.*).
 - (b) Each Party shall be responsible for maintaining, at all times, workers' compensation insurance in accordance with the requirements of South Carolina law, respectively covering any LCHSD Officer and any City employee for any injury sustained in the use of Property.
 - (c) City shall be responsible, at its sole expense, for maintaining, at all times, insurance coverage for all buildings, including, but not limited to, LCHSD's storage facility and other insurable improvements to Property from loss. Said insurance shall cover the replacement costs of all buildings, including, but not limited to, LCHSD's storage facility and other insurable improvements.
8. Compliance with Laws. City represents and warrants that (i) it holds fee simple title to Property, (ii) there are no restrictions which preclude use of Property as a firing range, (iii) Property will be developed in compliance with all applicable federal, state, and local laws, including, but not limited to, zoning ordinances; (iv) any and all actions legally required to enter into this Agreement (e.g., resolutions, ordinances, etc.) have been performed; and (v) City is aware of no laws or other restrictions which would void this Agreement or frustrate its purpose.
9. Term and Termination.
- (a) The "**Term**" of this Agreement shall be for ten (10) years, beginning on the Effective Date.
 - (b) This Agreement may be terminated by either Party for breach of any provision contained within this Agreement upon the provision of written notice to the breaching Party and the breaching Party's failure to cure said breach within thirty (30) days of receipt of said written notice.
 - (c) This Agreement shall automatically terminate should the City determine to sell the property or to discontinue use as a firing range, or should the Parties mutually determine, or should either Party believe, in good faith, that the Agreement violates any federal, state, or local law and that the violation cannot be cured by amending the Agreement.
10. Miscellaneous.
- (a) Entire Agreement. The Parties acknowledge and agree that this Agreement and any corrections, amendments or addenda signed and agreed upon by City and LCHSD (all of which are incorporated by reference herein) incorporate adequately, completely and entirely the agreement between the Parties and there are no other promises, terms, covenants or benefits beyond or in addition to those stated in this Agreement.

- (b) No Rights in Third Parties. Nothing contained in this Agreement will be construed as giving rise to any rights to any person or entity that is not a Party to this Agreement under any legal theory.
- (c) Notices. All notices required or permitted pursuant to this Agreement shall be in writing and delivered by certified U.S. mail, postage prepaid, return receipt requested, and shall be deemed effective two (2) business days after postmarked date, if addressed to the parties at the following addresses:

If to LCHSD: Lexington Medical Center
2720 Sunset Boulevard
West Columbia, SC 29169
Attn: Joel B. Huggins, Director of Public Safety

With a copy to: Lexington Medical Center
ATTN: Legal Department
2720 Sunset Blvd.
West Columbia, SC 29169

If to City: City of Cayce
1800 12th Street
Cayce, SC 29033
Attn: Byron Snellgrove

Either party may change the address to which to send notices by notifying the other party of such change of address, in writing, in accordance with the foregoing, without formal amendment.

- (d) Headings. The headings contained in this Agreement are for convenience of reference only and do not form a part of the Agreement or in any way modify, interpret, or construe the intention of the Parties.
- (e) Governing Law. This Agreement shall be governed by the laws of the State of South Carolina and the venue for any action arising out of or related to this Agreement will be in Lexington County, South Carolina, USA.
- (f) Assignment. Neither Party shall assign its rights, duties, or obligations under this Agreement without the prior, written consent of the other Party.
- (g) No Verbal Modifications. This Agreement may not be modified, amended, supplemented, or waived except by written agreement, signed by the Parties.
- (h) No Waiver. No delay, omission or failure by a Party to exercise any right, power, or remedy to which a Party may be entitled shall impair any such right, power, or remedy, nor shall such be construed as a release by a Party of such right, power, or remedy or as a waiver, unless in a written agreement, signed by the Parties. A waiver by a Party of any right, power, or remedy in any one instance shall not

constitute a waiver of the same or any other right, power, or remedy in any other instance.

- (i) Further Assurances. Each Party agrees to execute and deliver any and all additional papers and documents and to do any and all acts reasonably necessary in connection with the performance of its obligations under this Agreement and to carry out the intent of the Parties.
- (j) Survival. Any term or condition of this Agreement which requires or might require performance after the termination of this Agreement shall survive termination, whether said term or condition is expressly stated to survive.
- (k) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same Agreement.
- (l) Severability. If any provision of this Agreement is held to be invalid, illegal, unenforceable or otherwise inoperative, the remainder of this Agreement shall remain in full force and effect as if said provision were not included in this Agreement.
- (m) Force Majeure Event. If a party is reasonably prevented from performing an obligation of the Agreement because of fire, flood, wind, earthquake, explosion or other natural disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism, or other cause beyond the Party's reasonable control (collectively a "Force Majeure Event"), then that Party shall not be in breach of the Agreement during the period that the Party is prevented from performing the obligation because of the Force Majeure Event provided that the Party (i) promptly delivers notice to the other Party identifying the Force Majeure Event and (ii) immediately uses best efforts to perform the obligation notwithstanding the Force Majeure Event. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) days following notice by such party pursuant to this Agreement, the other party may terminate this agreement immediately upon written notice to such party.
- (n) Federal and State Program Eligibility. Each party represents and warrants that to the extent applicable, no officers, directors, employees, subcontractor(s) or employee(s) of a subcontractor is included in the List of Excluded Individuals/Entities (maintained by the U.S. Department of Health and Human Services Office of Inspector General) or the List of Parties Excluded from Federal Procurement and Nonprocurement maintained by the U.S. General Services Administration, or is the subject of any investigation or proceeding which may result in inclusion in any such list. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other in writing if at any time during the period of performance under this contract, either it or its officers, directors, employees, subcontractor(s) or

employee(s) of a subcontractor is debarred, suspended, proposed for debarment, voluntarily excluded or otherwise ineligible from participating in the contract of any federal department or agency. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

- (o) Use of Name. City shall not use LCHSD’s tradenames, service marks, logos, or any other intellectual proprietary property related thereto, for advertising or any other purposes, without the prior, express written consent of LCHSD.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF CAYCE

LEXINGTON COUNTY HEALTH SERVICES DISTRICT, INC.

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

EXHIBIT A

(Property Description)

The City of Cayce Firing Range is a parcel of property, with Tax Map No. 005800-03-002, located in Lexington County, off Old State Road, accessed by a road approximately 500 feet from Old State Road.

Memorandum

To: Mayor and Council
From: Rachele Moody, Assistant to the City Manager
Date: August 14, 2018
Subject: Amend the City's Purchasing Policy

Issue

At the March 21, 2018 Council meeting, Mayor and Council approved a change to the City's purchasing ordinance regarding purchases that are exempt from bids. Presented along with the ordinance language change was an updated version of the City's purchasing policy utilized by staff, which updated all sections of the policy. This was the first update to the City's purchasing policy since 2012.

Discussion

Upon review of the updated purchasing policy, it is the consensus of staff that a portion of the purchasing policy related to the "informal bid policy" should be revised. The suggested changes are the amount at which oral competitive bids are required. The current policy is printed below with the suggested dollar amounts redlined:

*Small purchase orders and/or debit card purchase of items **up to \$150** ~~\$999~~ do not require oral or written bids if the prices are considered to be reasonable.*

*Purchase of items of ~~\$151-\$1,000~~ - **\$4,999** require three (3) oral competitive bids. These bids must be written on the requisition for the purchase, submitted to the Finance Department and will be handled as prescribed.*

Recommendation

Authorize the City Manager to make the change to the "informal bid policy" of the City's Purchasing Policy as presented.

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

COUNCIL ACTION REQUIRED

CAYCE MUNICIPAL ELECTION COMMISSION – FOUR (4) POSITIONS

There are currently four open positions on the Municipal Election Commission. The City has received potential member applications from Mr. Danny Creamer, Ms. Mary Ann Dowd, Mr. Robert Lampley and Ms. Megan Lightle. Their potential member applications are attached for Council's review.

PLANNING COMMISSION – ONE (1) POSITION

Mr. Ed Fuson's term expired in July. He has served on the Commission since 1998 and regularly attends all meetings. His reappointment application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

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

ACCOMMODATIONS TAX COMMITTEE – THREE (3) POSITIONS

Mr. John Hert resigned at the March Accommodations Tax Committee meeting. He filled an at large position. Dr. Pete Cassidy was the Chairperson of the Accommodations Tax Committee, he passed away in August 2018. The other open position must be filled by someone from the motel industry in Cayce.

CONSOLIDATED BOARD OF APPEALS – ONE (1) POSITION

Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. There are no recommendations at this time.

EVENTS COMMITTEE – ONE (1) POSITION

Mr. Vi'Dual Futch no longer lives in the City. There is currently one open position on the Events Committee. The Committee has no recommendations at this time.

PUBLIC SAFETY FOUNDATION – FOUR (4) POSITIONS

The Foundation has no recommendations at this time.

CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: DANN CREAMER

Home Address: MICHAELMAS City, State, Zip _____

Telephone: 803- E-Mail: dn

Resident of Cayce: Yes No Number of Years: _____

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

- Accommodations Tax Committee Cayce Housing Authority Events Committee
 Consolidated Board of Appeals Municipal Election Comm Museum Commission
 Planning Commission Board of Zoning Appeals

Work Address

Company: RETIRED Position: _____

Address: _____ City, State, Zip _____

Telephone: _____ E-Mail: _____

Work Experience: 48 YRS IN AUTOMOTIVE SERVICE REPAIR BUSINESS

Educational Background: GRADUATE BRIDGEMAN COLLEGE

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

Volunteer Work: _____

Hobbies: _____

Return to:
Mendy Corder, Municipal Clerk
City of Cayce, PO Box 2004, Cayce, SC 29171-2004
Telephone: 803-550-9557 • Fax: 803-796-9072 • Email: mcorder@caycesc.gov



CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: MaryAnn Dowd

Home Address: N. Eden Dr City, State, Zip Cayce S.C.

Resident of Cayce: Yes No Number of Years: 8

Telephone: 803 528-524 E-Mail: maid@BelSouth.net

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

- Accommodations Tax Committee
- Cayce Housing Authority
- Events Committee
- Consolidated Board of Appeals
- Municipal Election Comm
- Museum Commission
- Planning Commission
- Board of Zoning Appeals

Work Address

Company: _____ Position: _____

Address: _____ City, State, Zip _____

Telephone: _____ E-Mail: _____

Work Experience: Retired D.R. Nurse, Rental Spec. Real Estate in Charleston

Educational Background: graduated Reynolds Community a R.N degree

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

Edenwood Neighborhood, Retired Sec. Edenwood Garden Club.

Volunteer Work: State St. Bapt. Church - decoration, founder Potluck lunch

Hobbies: Reading, keeping up to local politics,

Return to:
Mendy Corder, Municipal Clerk
City of Cayce, PO Box 2004, Cayce, SC 29171-2004
Telephone: 803-550-9557 ♦ Fax: 803-796-9072 ♦ Email: mcorder@caycesc.gov



CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Robert Lampley

Home Address: Stonehenge Dr City, State, Zip Cayce SC 29033

Telephone: 803 E-Mail: _____

Resident of Cayce: yes Yes No Number of Years: 16

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

- Accommodations Tax Committee
- Cayce Housing Authority
- Events Committee
- Consolidated Board of Appeals
- yes Municipal Election Comm
- Museum Commission
- Planning Commission
- Board of Zoning Appeals

Work Address

Company: n/a Position: _____

Address: _____ City, State, Zip _____

Telephone: _____ E-Mail: _____

Work Experience: _____

Educational Background: Clemson University 1983. Commercial Driver, Computer Tech A+ certified A +

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

Broadacres

Volunteer Work: Broadacres Neighborhood, SC Bluegrass

Association _____

Hobbies: Run for Cayce City Council 2010 State House District 89

2016

Return to:
Mendy Corder, Municipal Clerk
City of Cayce, PO Box 2004, Cayce, SC 29171-2004

CITY OF CAYCE
POTENTIAL COMMITTEE MEMBER APPLICATION



Name: Megan B. Lightle

Home Address: Axtell Drive City, State, Zip Cayce, SC 29033

Telephone: 803 E-Mail Address _____

Resident of Cayce: Yes No Number of Years 4

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

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

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

Work Address

Company: SCPEBA Position Communications Director

Address: 202 Arbor Lake Drive

City, State, Zip Columbia, SC 29223 Telephone: 803. 737. 7484

Fax: N/A E-Mail Mlightle@peba.sc.gov

Work Experience: Public affairs, communications; SCPEBA, SC Budget and Control Board, BlueCross BlueShield of SC

Educational Background: B.A in Journalism - University of SC

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

Avenues, NPEA, United Way

Volunteer Work: United Way, homeless census, feeding/sering homeless and working poor, river clean ups w/ Congaree Riverkeeper

Hobbies: Gardening/landscaping, Running, Cycling, Karaoke, Reading, Yoga

Return to:
Mendy Corder, Municipal Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-550-9557 • Fax: 803-796-9072



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: Gus E. Fuson Jr.

Home Address: Lafayette Ave. City, State, Zip Cayce, SC, 29033

Telephone: 803 E-Mail Address

Resident of Cayce: x{ Yes Number of Years 72

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

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

Work Address

Company: Retired Position

Address:

City, State, Zip Telephone:

Fax: E-Mail

Work Experience: 42 years in the insurance industry

Educational Background: BS in Economics from USC

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

None at present. Previously member of The Lions Club, West Metro Chamber & The SC Insurance Agents Association

Volunteer Work: All volunteer work done through my local church, Mt. Tabor Lutheran

Hobbies: Cycling, Writing-poetry, hymns & short stories

Return to:

Mendy Corder, Municipal Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-550-9557 • Fax: 803-796-9072
mcorder@cityofcayce-sc.gov

**CITY OF CAYCE
EVENTS COMMITTEE MEETING MINUTES
Cayce Riverwalk at N Avenue Entrance
June 14, 2018**

Present: Dave Capps, Danny Creamer, Maxine Creamer, Sarah Donnelley, Vi'Dual Futch, Cindy Pedersen, and Rachel Scurry

Absent, Excused: Frankie Newman, Adaylia Stark, and Robert Myers

Guests: Alexis Moore and Johnathon Moore

City Representatives Present: Mendy Corder, James Denny, and Katinia Taylor

Chairperson Danny Creamer called the meeting to order. The minutes of the March 8, 2018 meeting were reviewed and approved as written.

The April meeting was cancelled due to planning for the Soiree. A quorum was not present for the May meeting. However, Mendy Corder provided notes from the informal May discussion items which are attached to these minutes.

Chairperson Creamer welcomed Alexis Moore and Johnathon Moore, potential committee members.

Ms. Corder announced that the proposed Events Coordinator position was not approved by City Council for the upcoming fiscal year.

Cayce's Festival Ideas

The Committee reviewed the memo concerning the planning of a new Cayce event for 2019. This announcement will be posted on the City's website and social media.

The Committee discussed various locations and ideas for a 2019 Cayce festival. The ideas include an historical fashion show for charity, music festival, and dinner on the Timmerman Trail bridge.

Mr. Denny suggested that Committee members bring written ideas to the next meeting so that we can engage in a more productive discussion.

Cindy Pedersen made a motion that Committee members formulate ideas and email those ideas so that they may be include with the agenda for the next meeting. Sarah Donnelley seconded, and the motion passed.

Committee Funding Requests – Fiscal Year 2018-19 (July 2018 to June 2019)

The Council approved Accommodations Tax (A-Tax) funding as follows:

- Christmas in Cayce -- \$8,000
- Nature Tours -- \$500

Previously, Council had approved Hospitality Tax (H-Tax) funding as follows:

- Proposed Festival -- \$20,000
- Christmas in Cayce -- \$14,000 (Carols portion -- \$4,000)

Carry-over funds of \$9777.52 are also available for the proposed festival. Therefore, the funds available for the proposed festival total \$29,777.52.

Spring Nature Walk with Dr. Mancke – Saturday, April 7, 2018

Budget: \$500. Dr. Mancke's Fee: \$200

Refer to the notes from the May 10, 2018 informal discussion for debriefing of the spring event.

Vice-Chairperson of Committee

Due to changing work responsibilities, Dave Capps resigned as Vice-Chairperson. Mr. Capps recommended that Sarah Donnelley replace him as Vice-Chair.

Cindy Pedersen made a motion that Sarah Donnelley be elected Vice-Chairperson. Rachel Scurry seconded, and the motion passed.

Carols along the Riverwalk – Friday, November 30, 2018

Mrs. Taylor provided a list of potential groups for the 2018 event. The Committee discussed the groups.

Committee members and City Staff toured the Riverwalk scouting for potential locations for performers to set-up for the event. SCE&G is now maintaining the street lights along the Riverwalk. The poles have been assigned SCE&G numbers, and some poles were moved to new locations. A list of light pole numbers is attached to these minutes.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Rachel R. Scurry

Attachments: (1) Notes from the May 10, 2018 discussion; (2) Riverwalk light pole numbers

All,

Good morning! The Events Committee did not have a quorum for the May 10 meeting. Therefore we did not have an official meeting so there will not be any minutes from last night. However we did talk about different issues and events, we just did not take any action. Below is the follow up:

- Below is a detailed list of the amount spent on the 2017 Carols Along the Riverwalk for your information:

Starburst Luminary bags \$155.61

Stainless Steel Container for creamer \$29.98

(2) Stainless steel coffee urns \$219.90

Red trash can with lid \$66.00

(6) Red metal LED hurricane lanterns \$83.46

(5) 24 pack LED tea light candles \$68.74

(6) LED fairy lights (lights used on the gates leading to the Riverwalk) \$80.16

Sand for luminary bags \$86.62

Items used to build frame for photo op background \$26.88

Photo op background \$21.39

Cookies, sugar, napkins, coffee, etc. \$330.09

Christmas tree \$55.00

Captain Telegram \$450.00

Ornaments for Christmas tree (purchased after Christmas) \$26.46

Total \$1,700.29

- The Christmas float that Council rides on in the parade has its own line item in the Christmas in Cayce budget. \$238.67 was spent on the float for 2017. We need to do some upgrades on the float for 2018 so we will definitely spend more money this year.
- Hospitality Tax Funds are used similarly to Accommodations Tax Funds in that for City events the money is used on a draw down basis. Therefore the \$20,000 for the Congaree Bluegrass Festival will remain in the account until the Committee is ready to proceed.
- This is the link to the Mayor's recent interview in the Cayce Riverwalk <http://www.abccolumbia.com/2018/05/09/good-morning-curtis-live-cayce-riverwalk-2/>
- We also discussed researching what needs to be done to make Frankie Newman an Emeritus member of the Committee
- Discussed possibly doing an Owl Prowl in the Riverwalk for the Fall Guided Nature
- Discussed doing a spring and fall Nature Tour annually
- Discussed having a tent at the Nature Tours for staff & volunteers to keep out of the elements (rain or sun)

- Only allow 1 person to sign up a maximum of 5 people for the Nature Tour. Some signed up 10 people and then didn't show
- If we use Timmerman Trail again for the Nature Tour use the SCANA entrance
- Create an event cancellation policy for Events Committee events to ensure that committee members are notified. Set a drop dead time to make the decision.
- Order an Event Cancelled large sign for future events that are cancelled
- Don't cancel Nature Tours if it rains unless it is thunderstorms or lightning. Ask everyone to dress appropriately for weather.
- Possibly pay each Carols group \$300 each

Reserve trolley for Carols and Soiree