

CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
JAMES E. JENKINS

COUNCIL MEMBERS
TARA S. ALMOND
PHIL CARTER
EVA CORLEY

CITY MANAGER
REBECCA VANCE

ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

**City of Cayce
Special Council Meeting
Thursday, November 17, 2016
5:00 p.m. – Cayce City Hall – 1800 12th Street
www.cityofcayce-sc.gov**

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
October 19, 2016 Regular Meeting
November 1, 2016 Regular Meeting

II. Public Comment Regarding Items on the Agenda

III. Proclamation

- A. Approval of Proclamation – Arbor Day

IV. Ordinances and Resolution

- A. Discussion and Approval of Ordinance 2016-17 Amending Zoning Map and Rezoning Property Located at 1213 State Street Tax Map Number 004652-04-002 from C-1 to C-3 – Second Reading
- B. Discussion and Approval of Ordinance 2016-18 Amending Zoning Map and Rezoning Property Located at 1741 Airport Blvd Tax Map Numbers 5743-01-001, 005743-01-002 and 005743-01-013 (P) from RS-2 to M-1 – First Reading
- C. Discussion and Approval of Ordinance 2016-19 Amending Zoning Map and Rezoning Property Located at 613 Knox Abbott Drive Tax Map Numbers 004649-01-001 and 004649-01-013 from C-3 to DAD
- D. Discussion and Approval of Ordinance 2016-20 Approving the Financing of Water System Improvements Through the Borrowing of Not Exceeding Twenty Five Million Dollars (\$25,000,000), Plus Capitalized Interest, If Any, From the State Drinking Water Revolving Loan Fund, By Agreement with the South Carolina Water Quality Revolving Fund Authority, Pursuant to Title 48, Chapter 5, Code of Laws of South Carolina 1976, As Amended; Providing for the Agreement to Make and to Accept a Loan, the Execution and Delivery of a Loan Agreement between the City of Cayce, South Carolina and the South Carolina Water Quality Revolving Fund Authority, the Execution and Delivery of A Promissory Note from the City of Cayce, South Carolina to the South Carolina Water Quality Revolving Fund Authority; and Other Matters Relating Thereto -

First Reading

- E. Discussion and Approval of Resolution Approving Multijurisdictional Alcohol Enforcement Agreement
- F. Discussion and Approval of Resolution Authorizing a Condemnation Action For a Water Line Easement for Property at 1500 Benedict Street

V. City Manager's Report

VI. Committee Matters

- A. Approval to enter the following approved Committee Minutes into the City's Record
 - Cayce Housing Authority – August 16, 2016
 - Museum Commission – October 5, 2016
 - Planning Commission – October 17, 2016
- B. Appointments and Reappointments
 - Beautification Foundation - One (1) Position
 - Cayce Housing Authority – One (1) Position
 - Museum Commission – Two (2) Positions

VII. Council Comments

VIII. Executive Session

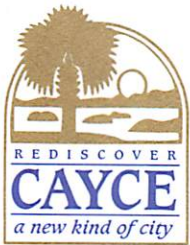
- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangements regarding the funding of a waterline project
- C. Discussion of negotiations incident to proposed contractual arrangements for the provision of sewer service
- D. Discussion of negotiations incident to proposed contractual arrangements relating to the City's Tax Increment Finance District
- E. Discussion of negotiations incident to proposed contractual arrangements between the City of Cayce and Lexington School District Two
- F. Discussion of negotiations incident to proposed contractual arrangement concerning a possible economic development project and discussion of matters relating to proposed location and provision of services encouraging location of business in the City

IX. Reconvene

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

XI. Adjourn

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



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CITY OF CAYCE Regular Council Meeting October 19, 2016

The October 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, Eva Corley and James Jenkins. City Manager Rebecca Vance, Assistant City Manager Shaun Greenwood, Municipal Clerk Mendy Corder, Municipal Treasurer Garry Huddle, City Attorney Danny Crowe, 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 Jenkins gave the invocation and Mayor Partin led the assembly in the Pledge of Allegiance.

Approval of Minutes

Council Member Almond made a motion to approve the September 6, 2016 Regular Council Meeting minutes and the September 29, 2016 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

Mayor Partin stated that the "Public Comment on Items on the Agenda" section of the Council Meeting provides an opportunity to members of the public to present to Council their observations or concerns or comments on a particular subject or subjects as provided in the City Code. She stated that this portion of the meeting is not a question/answer period between the speaker and the Council or the speaker and City staff. She explained that members of the Council or the City staff members may not have the answers to questions or the responses to inquiries at their fingertips. Additionally, there may be more information that would need to be obtained before Council can respond in any meaningful way. She stated that she and Council were interested in what any citizen has to say and appreciate all input. She stated that public comment does help guide Council as they make decisions throughout the meeting.

Ms. Lynn Reinke appeared before Council to discuss Item III. B. Her comments are attached.

Mr. Mike Hughes appeared before Council to discuss Item III. B. He stated that he has attended City meetings where the revitalization of State Street was discussed. He stated these meetings prompted him to look into moving his business to property on State Street. Mr. Hughes stated that rezoning the property to the C-3 zoning classification is important because of the side yard setbacks. He stated that there is a 25 foot setback that has to be met with the C-3 zoning.

Ordinances and Resolutions

- A. Discussion and Approval of Ordinance 2016-16 Amending Section 2-71 of the Cayce Code Relating to Appearance of Citizens for Comments at Council Meetings – Second Reading

Council Member Corley made a motion to approve amending the Ordinance on second reading. Council Member Jenkins seconded the motion. Council Member Carter asked if the proposed amendments to the Ordinance would also affect people that are on the agenda to make a presentation to Council. Mr. Crowe stated that the Ordinance would not apply to anyone that Council has invited to speak at a Council Meeting. For example, a vendor, a City committee member apprising Council of a recent City event, etc. After discussion, the motion was unanimously approved by roll call vote.

- B. Discussion and Approval of Ordinance 2016-17 Amending Zoning Map and Rezoning property Located at 1213 State Street Tax Map Number 004652-04-002 from C-1 to C-3 – First Reading

Ms. Vance stated that Council approval is needed for the first reading of an Ordinance to re-zone 1213 State Street (TMS# 004652-04-002) from C-1 (Office and Institutional) to C-3 (Central Commercial). The applicant wishes to rezone the property from C-1 (Office and Institutional) to C-3 (Central Commercial). The C-3 zoning classification is intended to promote vitality of commercial and business uses in areas of Knox Abbott Drive and State Street. Whereas, C-1 is intended to accommodate office institutional and residential uses and is designed principally for use along major streets dominated by older houses.

Mr. Greenwood stated that the Planning Commission considered the request for re-zoning at its regular meeting on October 17, 2016. The re-zoning request was open for public hearing. He stated that Ms. Lynn Reinke, of 1212 Honeysuckle Street, attended the meeting in opposition to the re-zoning. Ms. Reinke was concerned about the potential future uses allowed in the C-3 district and with required setbacks pertaining to buildings. The Planning Department also received an email from Mr. Bernard Clegg who was unable to attend the meeting, of 1308 Honeysuckle Street, in opposition of the

rezoning request. Mr. Clegg's primary concerns were about how close commercial buildings can be built to each other in the C-3 district. Mr. Greenwood explained that the lot line to lot line only applies to the side lots. He stated that in C-3 zoning one can build all the way to the lot line as long as the neighboring property is a similar commercial enterprise. If the neighboring property is residential then there is a 25 foot landscape buffer. The City's landscaping ordinance does allow one exception to this rule. If an 8 foot tall solid brick wall is built as the buffer then the buffer only has to be 5 foot. Mr. Greenwood stated that no parking or ancillary buildings can be built in the buffer. He stated that it is a vegetative buffer that cannot be infringed upon.

Mr. Greenwood stated that all the other commercial properties on State Street are zoned C-3. He stated that the existing building of the old Union Hall is technically grandfathered in. He stated that the applicant would not be able to build a parking lot all the way to the back residential property line because that would increase his nonconformity. He explained that one can have a legal nonconformity use as long as the nonconformity is not increased in any manner. He stated that if the applicant does not do anything to the building then he does not have to come into compliance with the City's current regulations for landscaping and buffers. Mr. Greenwood stated that the applicant cannot extend his parking lot to encroach upon the required buffers because it would trigger him to have to come into compliance with the specific regulations in the current ordinance.

Mr. Greenwood stated that the rezoning applicant did erroneously tell the Planning Commission that his business of property management would not be an acceptable use in C-1 zoning. He stated that City staff researched the NAICS codes that the applicant was using for his business and discovered that he was using an incorrect code. He stated that staff thinks that the property is currently zoned C-1 because at one time Brookland-Cayce High School was zoned C-1 before it became a PDD and then most recently a DAD.

Mr. Greenwood explained that the difference between C-1 and C-3 zoning has to do with density and the zero setbacks on the side that allows for more businesses on the street frontage. He stated that the alley that runs behind the property is actually a City road and is available for public parking.

Mr. Greenwood stated that the Planning Commission voted unanimously to approve the requested re-zoning to a C-3 zoning designation at the regularly scheduled meeting on October 17, 2016. He stated that the property is contiguous to other C-3 zoning districts and the requested zoning is in compliance with the Comprehensive Plan.

Council Member Almond stated that in light of the fact that there is a setback and a buffer she would make a motion to approve first reading of Ordinance 2016-17 to re-zone 1213 State Street (TMS# 004652-04-002) from C-1 (Office and Institutional) to C-3 (Central Commercial). No one seconded the motion therefore the motion failed.

Other

- A. Discussion and Approval of Acceptance of a Surety Bond and Contractual Agreement in Lieu of Completion of Required Improvements for the Congaree Bluff Subdivision

Ms. Vance stated that Council approval was needed for acceptance of a surety bond and contractual agreement in lieu of completion of required improvements for the Congaree Bluff subdivision. She stated that the developer of the Congaree Bluff subdivision would like to record a bonded plat and begin selling lots prior to the completion of the required improvements needed to support the lots. Article 13 of the Cayce Land Development Regulations require City Council to authorize a surety bond in the amount of 150% of the face value of the remaining improvements along with conditions before an incomplete plat may be bonded allowing the Developer to begin construction and sale of the lots.

Ms. Vance stated that the developer has submitted a bond estimate for the amount needed to complete the improvements and an agreement to be finished within a set time frame. To secure and guarantee full and complete performance of the bond estimate, the Developer is providing the City with a surety bond (letter of credit) issued by AmerisBank. The bond estimate and the work remaining has been approved and verified by the Lexington County Public Works Department. The agreement and bond estimate have also been approved by the City Manager and the City Attorney.

Council Member Almond made a motion to approve the acceptance of a surety bond (letter of credit) for Congaree Bluff subdivision, in lieu of completion of required improvements. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Vance stated that the Beautification Foundation was working with SCANA and CMC Steel to place an entry way sign on 12th Street Extension near Interstate 77. She showed Council the design of the sign and stated that the design works well with what is already on 12th Street Extension. She stated that the same font that was used on the entry sign by Blossom Street Bridge will also be used on this sign. She stated that similar materials will be used on all the City signs for a cohesive look. Ms. Vance

stated that the sign was being fully paid for by SCANA and CMC Steel who hope to have it completed by the end of the year.

Ms. Vance stated that the City received a grant for \$3,194 to purchase ten new bullet proof vests for Public Safety. She stated that the design for the repairs to Riverwalk Phase 2 is approximately 75% done and will hopefully be bid out in November. The project should take four to six months. The original estimate for the repair cost was \$1.3 million dollars and is now \$1.5 million dollars. She stated once the bids come in staff will contact FEMA to see if the City can receive additional money for the repairs.

Ms. Vance stated that the grand opening of the H. Kelley Jones Park in Riverland Park is October 29. She stated that the ceremony for the new Little Free Library in Burnette Park is October 30. She stated that Major Darwin Fulwood's retirement luncheon is November 16. Mayor Partin thanked Major Fulwood for his service and stated that Council looks forward to celebrating him.

Committee Matters

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

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

Planning Commission – June 23, 2016
Events Committee – August 11, 2016

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

B. Appointments and Reappointments

Mayor Partin stated that Mr. Archie Moore's position on the Museum Commission recently expired and the Commission recommended him for reappointment. Council Member Jenkins made a motion to reappoint Mr. Moore to the Municipal Commission. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Council Comments

Mayor Partin thanked the City's Public Safety Swift Water Rescue Team for working in Nichols, SC to evacuate people. Nichols received extensive damage from Hurricane Matthew.

Executive Session

- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangement concerning a possible economic development project and discussion of matters relating to proposed location and provision of services encouraging location of businesses in the City of Cayce
- C. Discussion of negotiations incident to proposed contractual arrangements regarding the funding of a waterline project
- D. Discussion of negotiations incident to proposed contractual arrangements relating to the City's Tax Increment Finance District
- E. Discussion of negotiations incident to proposed contractual arrangements for the provision of sewer service
- F. Discussion of negotiations incident to proposed contractual arrangements between the City of Cayce and Lexington School District Two

Council Member Jenkins made a motion to move into Executive Session. 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

VIII. B.

Council Member Carter made a motion to approve the letter of intent concerning the World Wide Recycling property and authorize the City Manager to sign on behalf of

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

VIII. E.

Council Member Almond made a motion to authorize the City Manager to negotiate with Lexington County School District One regarding sewer service as discussed in Executive Session. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

VIII. F.

Council Member Corley made a motion to approve the amendment of the settlement agreement between Lexington County School District Two and the City of Cayce and authorize the Mayor and the City Attorney to sign the consent order with the court. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote. Mayor and Council are working closely with the School District on a positive issue for the City and had to amend the agreement for this project.

Adjourn

There being no further business, Council Member Almond made a motion to adjourn the meeting. Council Member Corley seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 8:05 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

Request to re-zone from C-1 to C-3 from Mr. Hughes is being submitted based on his concern of not being able to utilize his newly purchased C-1 commercial property to his intent for future expansion.

It is my understanding from my personal attendance at the Public Hearing held Monday, October 17, 2016 that the type of business Mr. Hughes proposes/intends to operate on this piece of property in its future state, is not be permitted within C-1 zoning.

Mr. Hughes misrepresentation of NAICS (North American Industry Classification System) 531 is why I am again seeking to oppose and pledge for denial by City Council of his request to re-zone from C-1 to C-3.

I feel my residential property adjoining Mr. Hughes C-1 commercial property could possibly be impacted in a negative manner, potential loss of value, water flow damage and my personal safety if allowed to re-zone to C-3.

I was also informed the exiting C-1 commercial building will fall under the "grandfather clause" until there has been substantial improvement, any repair, reconstruction, rehabilitation, addition, or other improvement of the structure, the cost of which equals or exceeds 50% of the value, Mr. Hughes will not be required to place any type barrier between his commercial and my residential property.

If Council approves the change to C-3 and Mr. Hughes proceeds with altering the current lay out of the land by adding additional building(s) as he proposes, this could possibly create a change in the current run off water flow, creating flooding under my home. I asked what course of action if approved to re-zone I will have if this were to occur, I was ^{total} ~~total~~, it becomes a civil suit between the property owners. Based on this grandfather clause, I feel my rights as a residential owner in the City of Cayce have been infringed upon and not in consideration.

C-3 zoning opens the door for a potential business that I am not in favor of supporting. I'm not sure you all as Avenue residents would approve of the various types of businesses allowed by C-3 zoning connecting to your residential property.

Mr. Hughes has a renter for the existing building which falls under the "grandfather clause" currently zoned C-1, and his future state is also covered under C-1 (real estate, property management), I am asking for Council to please deny this request. It is my understanding that Mr. Hughes meets all other conditions for his proposed expansion and development without having to change the zoning. If in the future, Mr. Hughes desires to open a business listed under C-3 zoning, he should apply at that time. Mr. Hughes informed me that he has no intent to sell or change ownership, but there are no guarantees in life.

Thank you for your time!

A handwritten signature in black ink, appearing to read "Lynn Rees". The signature is fluid and cursive, with the first name "Lynn" and the last name "Rees" clearly distinguishable.

531 Real Estate

5311 Lessors of Real Estate

53111 Lessors of Residential Buildings and Dwellings

531110 Lessors of Residential Buildings and Dwellings

53112 Lessors of Nonresidential Buildings (except Miniwarehouses)

531120 Lessors of Nonresidential Buildings (except Miniwarehouses)

53113 Lessors of Miniwarehouses and Self-Storage Units

531130 Lessors of Miniwarehouses and Self-Storage Units

53119 Lessors of Other Real Estate Property

531190 Lessors of Other Real Estate Property

5312 Offices of Real Estate Agents and Brokers

53121 Offices of Real Estate Agents and Brokers

531210 Offices of Real Estate Agents and Brokers

5313 Activities Related to Real Estate

53131 Real Estate Property Managers

531311 Residential Property Managers

531312 Nonresidential Property Managers

53132 Offices of Real Estate Appraisers

531320 Offices of Real Estate Appraisers

53139 Other Activities Related to Real Estate

531390 Other Activities Related to Real Estate

IF YOU WOULD LIKE TO SPEAK ON A MATTER APPEARING ON THE MEETING AGENDA, PLEASE COMPLETE THE INFORMATION BELOW PRIOR TO THE START OF THE MEETING.* **THANK YOU.**

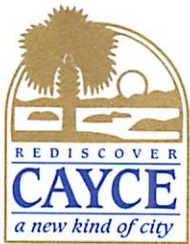
COUNCIL MEETING SPEAKERS' LIST

Date of Meeting October 19, 2016

Name	Address	Agenda Item
Lynn Reinke	1212 Honeycreeper St.	Amendment ODO 14
Mike Hughes	932 Kerlaney Ave	Amendment 1213 4/6
Arthur Sweetgood	153 Holly Way Ln	?

[Handwritten initials/signature]

***Appearance of citizens at Council meetings - City of Cayce Code of Ordinances, Sec. 2-71.** Any citizen of the municipality may speak at a regular meeting of the council on a matter pertaining to municipal services and operation, with the exception of personnel matters, by notifying the office of the city manager at least five working days prior to the meeting and stating the subject and purpose for speaking. Additionally, during the **public comment period** as specified on the agenda of a regular meeting of the council, a member of the public may speak on a matter appearing on the meeting agenda, with the exception of personnel matters by signing a speakers list maintained by the city clerk prior to the start of the public comment period. At the discretion of the mayor or presiding officer, the length of time for any speaker's presentation may be limited and the number speakers also may be limited.



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CITY OF CAYCE Regular Council Meeting November 1, 2016

The November 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, Eva Corley and James Jenkins. City Manager Rebecca Vance, Assistant City Manager Shaun Greenwood, Municipal Clerk Mendy Corder, Municipal Treasurer Garry Huddle, City Attorney Danny Crowe, 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 and Mayor Partin led the assembly in the Pledge of Allegiance.

Approval of Minutes

Council Member Almond made a motion to approve the October 19, 2016 Regular Council Meeting minutes as written. Council Member Corley seconded the motion. Mayor Partin asked Mr. Crowe if clarifying language could be added to the minutes to reflect that there was not a new issue with the School District. Mayor Partin stated that the City and the School District are working together on a positive issue for the City. Mr. Crowe stated that the motion could be amended so additional language could be added to the October 19, 2016 Council Meeting minutes. Council Member Almond amended her motion to reflect that. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

Public Comment Regarding Items on the Agenda

Mayor Partin stated that the "Public Comment on Items on the Agenda" section of the Council Meeting provides an opportunity to members of the public to present to Council their observations or concerns or comments on a particular subject or subjects as provided in the City Code. She stated that this portion of the meeting is not a question/answer period between the speaker and the Council or the speaker and City staff. She explained that members of the Council or the City staff members may not have the answers to questions or the responses to inquiries at their fingertips. Additionally, there may be more information that would need to be obtained before

Council can respond in any meaningful way. She stated that she and Council were interested in what any citizen has to say and appreciate all input. She stated that public comment does help guide Council as they make decisions throughout the meeting.

Ms. Lynn Reinke appeared before Council to discuss Item III. A. Her comments are attached.

Ordinances and Resolutions

- A. Discussion and Approval of Ordinance 2016-17 Amending Zoning Map and Rezoning property Located at 1213 State Street Tax Map Number 004652-04-002 from C-1 to C-3 – First Reading

Council Member Almond made a motion to approve first reading of Ordinance 2016-17 to re-zone 1213 State Street (TMS# 004652-04-002) from C-1 (Office and Institutional) to C-3 (Central Commercial). Council Member Corley seconded the motion.

Council Member Almond stated that she understood that the C-3 zoning would actually afford the homeowner more of a buffer. She asked that staff meet with Mr. Mike Hughes and Ms. Reinke between first and second reading of the Ordinance to rezone the property. Mr. Hughes is the property owner who requested the rezoning and Ms. Lynn Reinke is the homeowner who opposes the rezoning. Council Member Almond stated that a meeting to discuss the issue in detail would be very helpful for both parties involved. She asked staff to update Council on the meeting before second reading.

Council Member Carter stated that Mr. Greenwood stated at the October 19, 2016 Council Meeting that there was some confusion among the Planning Commission members at their meeting regarding the rezoning issue. He asked Mr. Greenwood if the confusion was cleared up prior to the Commission voting at the meeting. Mr. Greenwood stated that the confusion was in reference to the buffers. He stated that the Commission's questions were answered and the issue was clear before the vote. Council Member Carter asked if the confusion only had to do with the buffers. Mr. Greenwood stated that Mr. Hughes was confused about the NAICS classification for his property management business and what would be allowed in the C-1 and C-3 districts. Mr. Greenwood stated that Mr. Hughes confusion was not cleared up until after the meeting. He stated that Mr. Hughes spoke to the Planning Commission about adding several new businesses to the property. He stated that the conversation was not just about the property management business but also about potentially adding two more businesses to the property.

Council Member Carter asked if the previous tenants of the building were still occupying the building. Mr. Greenwood stated that they sold the building to Mr. Hughes. Council Member Carter stated that the rezoning application lists the previous owner as the designation of agent. Mr. Greenwood stated that when Mr. Hughes first applied for rezoning that the building was still under contract and the transaction had not closed yet. He stated that it is customary for the current owner to designate the future owner to represent them in rezoning matters. He stated that the transaction has closed and Mr. Hughes is the actual owner.

Ms. Corder called the question. Council Members Almond, Corley and Jenkins voted yes. Council Member Carter voted no.

B. Discussion and Approval of Resolution Approving Multi-Jurisdictional Midlands Gang Task Force Agreement

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

Other

A. Discussion and Approval of Hospitality Tax Fund Request Application Amendment – Woman’s Club of Cayce “Hot Flash 5K”

Ms. Vance stated that the Woman’s Club has requested to change the date of the Hot Flash 5K. She stated that the funding was approved for 2016 but there are a lot of events planned for the current year so the Woman’s Club would like to reschedule the event to 2017. Ms. Vance stated that she would like to commend Ms. Kay Hutchinson for her hard work and dedication. She stated that Ms. Hutchinson serves on the Avenues Association, the Woman’s Club and the Public Safety Foundation. She stated that Ms. Hutchinson often leads the events that those organizations have and she and Ms. Pamme Eades do a wonderful job.

Council Member Carter made a motion to approve the application amendment. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

City Manager’s Report

Ms. Vance stated that the City was awarded \$5,000 through the Energy Grant to replace light bulbs with LED bulbs. She stated 29 of the City’s external lights at the Municipal Complex and the Utility Compound will be replaced. She stated that the City

did not receive the Hometown Economic Development Grant from the Municipal Association of South Carolina.

Ms. Vance stated that the contract for repairs to the Thomas Newman Boat Landing has been signed and the pre-construction meeting will be held on November 4, 2016. She stated that the repair project should take approximately three months. She stated that the drawings for Phase 2 of the Riverwalk should be completed by mid-November and then staff can advertise for bids for the repair project. She stated that this project is a four to six month project.

Ms. Vance commended City staff for their hard work with the park openings/re-openings the City had recently. She stated that Ms. Hutchinson, Ms. Eades, Ms. Corder and Ms. Rachel Moody all did a fantastic job. She stated that the City has improved almost all of the City parks over the last few years.

Council Member Corley asked where the bids for City projects are advertised. Ms. Vance stated that the City typically advertises on the SCBO, South Carolina Business Opportunities, website and the City's website. She stated that advertising on SCBO meets all the Federal and State guidelines. She stated that all major contractors use the SCBO website.

Council Member Carter asked if the City falls under the South Carolina State Procurement Code. Ms. Vance stated that the City has its own procurement code. She stated when the City uses State funding it has to meet the State or Federal Procurement Code. She stated that the City's Procurement Code is very similar to the State's. She stated that the City's Procurement Code has not been updated since 1999 and staff has drafted a new code but has not presented it to Council yet.

Council Member Carter asked if the light poles previously on State Street were still going to be installed at the City Hall Complex as part of the renovation project. Ms. Vance stated that the lights will be installed at City Hall soon but the City's electrician is now working in the City's Planning and Development Department. He is training to be a Building Official/Code Enforcement Officer. A new electrician has been hired but is currently working on projects for Christmas in Cayce.

Committee Matters

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

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

Board of Zoning appeals – March 21, 2016
Planning Commission – July 18, 2016
Events Committee – September 8, 2016

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

B. Appointments and Reappointments

Mayor Partin stated that Mr. Dave Capps position on the Events Committee expired in October and the Committee recommended him for reappointment. Council Member Jenkins made a motion to reappoint Mr. Capps to the Events Committee. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that the City currently has opening on the Boards and Committees below.

ACCOMMODATIONS TAX COMMITTEE – THREE (3) POSITIONS

Two positions must be filled by someone from the motel industry in Cayce. One position must be filled by someone from the restaurant industry in Cayce.

BEAUTIFICATION BOARD – THREE (3) POSITIONS

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

CAYCE HOUSING AUTHORITY – ONE (1) POSITION

CAYCE MUNICIPAL ELECTION COMMISSION – TWO (2) POSITIONS

CONSOLIDATED BOARD OF APPEALS – TWO (2) POSITIONS

Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. .

EVENTS COMMITTEE – TWO (2) POSITIONS

PUBLIC SAFETY FOUNDATION – THREE (3) POSITIONS

Council Comments

Council Member Almond thanked staff again for all their hard work. She stated that the City recently had three park openings and staff worked really hard to make the events a success.

Council Member Carter stated that he recently attended the Edenwood Neighborhood's Bi-Annual Dinner. He stated Director of Public Safety Byron Snellgrove also attended the dinner along with his command staff. Council Member Carter stated that Director Snellgrove spoke and did a wonderful job. He stated that the command staff also represented the City well.

Executive Session

- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangements regarding the funding of a waterline project
- C. Discussion of negotiations incident to proposed contractual arrangements relating to the City's Tax Increment Finance District
- D. Discussion of negotiations incident to proposed contractual arrangements for the provision of sewer service
- E. Discussion of negotiations incident to proposed contractual arrangements between the City of Cayce and Lexington School District Two

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 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

No action was taken after Executive Session.

Adjourn

There being no further business, Council Member Carter made a motion to adjourn the meeting. Council Member Almond seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 7:20 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

Request to re-zone from C-1 to C-3 from Mr. Hughes is being submitted based on his concern of not being able to utilize his newly purchased C-1 commercial property to his intent for future expansion.

It is my understanding from my personal attendance at the Public Hearing held Monday, October 17, 2016 that the type of business Mr. Hughes proposes/intends to operate on this piece of property in its future state, is not be permitted within C-1 zoning.

Mr. Hughes misrepresentation of NAICS (North American Industry Classification System) 531 is why I am again seeking to oppose and pledge for denial by City Council of his request to re-zone from C-1 to C-3.

I feel my residential property adjoining Mr. Hughes C-1 commercial property could possibly be impacted in a negative manner, potential loss of value, water flow damage and my personal safety if allowed to re-zone to C-3.

I was also informed the exiting C-1 commercial building will fall under the "grandfather clause" until there has been substantial improvement, any repair, reconstruction, rehabilitation, addition, or other improvement of the structure, the cost of which equals or exceeds 50% of the value, Mr. Hughes will not be required to place any type barrier between his commercial and my residential property.

If Council approves the change to C-3 and Mr. Hughes proceeds with altering the current lay out of the land by adding additional building(s) as he proposes, this could possibly create a change in the current run off water flow, creating flooding under my home. I asked what course of action if approved to re-zone I will have if this were to occur, I was ^{told} ~~told~~ it becomes a civil suit between the property owners. Based on this grandfather clause, I feel my rights as a residential owner in the City of Cayce have been infringed upon and not in consideration.

C-3 zoning opens the door for a potential business that I am not in favor of supporting. I'm not sure you all as Avenue residents would approve of the various types of businesses allowed by C-3 zoning connecting to your residential property.

Mr. Hughes has a renter for the existing building which falls under the "grandfather clause" currently zoned C-1, and his future state is also covered under C-1 (real estate, property management), I am asking for Council to please deny this request. It is my understanding that Mr. Hughes meets all other conditions for his proposed expansion and development without having to change the zoning. If in the future, Mr. Hughes desires to open a business listed under C-3 zoning, he should apply at that time. Mr. Hughes informed me that he has no intent to sell or change ownership, but there are no guarantees in life.

Thank you for your time!

A handwritten signature in black ink, appearing to read "Lynn Reiska". The signature is written in a cursive style with a large initial "L".

531 Real Estate

5311 Lessors of Real Estate

53111 Lessors of Residential Buildings and Dwellings

531110 Lessors of Residential Buildings and Dwellings

53112 Lessors of Nonresidential Buildings (except Miniwarehouses)

531120 Lessors of Nonresidential Buildings (except Miniwarehouses)

53113 Lessors of Miniwarehouses and Self-Storage Units

531130 Lessors of Miniwarehouses and Self-Storage Units

53119 Lessors of Other Real Estate Property

531190 Lessors of Other Real Estate Property

5312 Offices of Real Estate Agents and Brokers

53121 Offices of Real Estate Agents and Brokers

531210 Offices of Real Estate Agents and Brokers

5313 Activities Related to Real Estate

53131 Real Estate Property Managers

531311 Residential Property Managers

531312 Nonresidential Property Managers

53132 Offices of Real Estate Appraisers

531320 Offices of Real Estate Appraisers

53139 Other Activities Related to Real Estate

531390 Other Activities Related to Real Estate

IF YOU WOULD LIKE TO SPEAK ON A MATTER APPEARING ON THE MEETING AGENDA, PLEASE COMPLETE THE INFORMATION BELOW PRIOR TO THE START OF THE MEETING.* *THANK YOU.*

COUNCIL MEETING SPEAKERS' LIST

Date of Meeting November 1, 2016

Name	Address	Agenda Item
Lynn Reinke	1212 Honeysuckle St.	III A.
Peggy Baker	723 Johnson Ave	

***Appearance of citizens at Council meetings - City of Cayce Code of Ordinances, Sec. 2-71.** Any citizen of the municipality may speak at a regular meeting of the council on a matter pertaining to municipal services and operation, with the exception of personnel matters, by notifying the office of the city manager at least five working days prior to the meeting and stating the subject and purpose for speaking. Additionally, during the **public comment period** as specified on the agenda of a regular meeting of the council, a member of the public may speak on a matter appearing on the meeting agenda, with the exception of personnel matters by signing a speakers list maintained by the city clerk prior to the start of the public comment period. At the discretion of the mayor or presiding officer, the length of time for any speaker's presentation may be limited and the number speakers also may be limited.



CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
JAMES E. JENKINS

COUNCIL MEMBERS
TARA S. ALMOND
PHIL CARTER
EVA CORLEY

CITY MANAGER
REBECCA VANCE

ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

PROCLAMATION

WHEREAS, the State of South Carolina has observed the first Friday in December as Arbor Day, and has done so since 1937; and

WHEREAS, trees are essential to the quality of life in the City of Cayce in that they purify the air, reduce soil erosion, conserve water and energy, improve recreational areas, and provide habitat to wildlife; and

WHEREAS, trees make our communities more livable; fostering economic vitality of business areas, and helping sustain the value of our homes; and

WHEREAS, the City of Cayce calls upon on all residents to support and observe Arbor Day 2015 by planting trees.

NOW, THEREFORE, I, Elise Partin, Mayor of the City of Cayce, South Carolina, along with fellow members of the Cayce City Council, do hereby proclaim December 2, 2016 as **ARBOR DAY** in the City of Cayce, South Carolina and hereby commemorate this day with the planting of a new tree in Granby Gardens Park.

In witness thereof, I have hereunto set my hand this 17th day of November, 2016.

Elise Partin, Mayor

ATTEST:

Mendy Corder, Municipal Clerk

Memorandum

To: Mayor and Council

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

Date: November 15, 2016

Subject: Second Reading of Ordinance 2016-17 to Re-zone 1213 State Street (TMS# 004652-04-002) from C-1 (Office and Institutional) to C-3 (Central Commercial).

ISSUE

Council approval is needed for the Second Reading of an Ordinance to re-zone 1213 State Street (TMS# 004652-04-002) from C-1 (Office and Institutional) to C-3 (Central Commercial).

BACKGROUND/DISCUSSION

The applicant wishes to rezone the property listed above from C-1 (Office and Institutional) to C-3 (Central Commercial). The C-3 zoning classification is intended to promote vitality of commercial and business uses in areas of Knox Abbott Drive and State Street. Whereas, C-1 is intended to accommodate office institutional and residential uses and is designed principally for use along major streets dominated by older houses.

The Planning Commission considered the request for re-zoning at its regular meeting on October 17, 2016. The re-zoning request was opened for public hearing. The property owner was present to state his desire to have the property re-zoned and to eventually subdivide the property into 3 smaller parcels. Ms. Lynn Reinke, of 1212 Honeysuckle Street, was present to speak against the re-zoning request. The Planning Department also received an email from Mr. Bernard Clegg, of 1308 Honeysuckle Street, in opposition to the rezoning request.

The Planning Commission voted unanimously to recommend the requested re-zoning to a C-3 zoning designation. The property is contiguous to other C-3 zoning districts. State Street is composed of C-1, C-3, RS-3 and DAD zoning districts. The requested zoning is in compliance with the Comprehensive Plan.

RECOMMENDATION

The Planning Commission recommends Council approve Second Reading of an Ordinance to re-zone 1213 State Street (TMS# 004652-04-002) from C-1 (Office and Institutional) to C-3 (*Central Commercial*).

SUMMARY

Section 6.6 Table 2 Schedule of Uses

The primary difference between C-1 and C-3 districts is that the C-3 district accommodates a larger number of uses that are suitable for designated commercial corridors. The size and configuration of lots typically limit the intensity of the commercial business in both districts.

Not permitted in C-1 but permitted in C-3

Retail Trade (Gas stations, Dollar General, Farmers Furniture, groceries, convenience stores, beer, wine and liquor stores)

Hotel & Motels

Eating places (McDonalds, Tony's Pizza, Ice Cream Shops, Deli's....etc)

Drinking places (bars, taverns)

Personal Care (beauty salons, nail salons)

Not permitted in C-1 but permitted by special exception in C-3

Used Merchandise (thrift Stores, consignment Shops)

Mini-warehouses (self-storage)

Not permitted in C-1 or C-3

Automotive dealers

Auto repair

Pawn Shops

Not permitted in C-1 But permitted as a conditional use in C-3

Multi-family apartments

Permitted in C-1 and C-3

Real Estate Offices

Doctors' Offices

Legal Services

Section 6.6 Table 2 Required Parking

General Merchandise requires 1.0 parking space per 350 sq. feet GFA

Gas station requires 1.0 per 600 sq. feet GFA

Hotels require 1.0 parking space per rental unit

Eating places require 1.0 parking spaces per 150 sq. feet GFA

Legal Services require 1.0 parking spaces per 350 sq. feet GFA

Parking requirements are dictated by the type of business, not by the zoning district. Generally speaking, the higher the intensity of the use, the more parking is required.

Section 6.7 Table 3, Schedule of Lot Area.....

C-1	Minimum lot area for 6000 sq. feet	C-3	Minimum lot area 0 sq. feet
	Front yard setback 25 feet		Front Yard setback no minimum
	Side yard Res/non-res 5 feet		Side yard not required
	Rear yard Res/Non-res 10 feet		Rear yard Res/non-res 10 feet
	Max lot coverage 35%		Max lot coverage n/a

This means properties in the C-3 district are able to be built on smaller lots and can be built up to the property line on one side (provided the adjacent business is a commercial

use.) It also allows for existing properties to be subdivided in to multiple lots to accommodate an increased number of businesses.

Article 10 Appearance, Buffering, Screening, Landscaping

The purpose of a bufferyard is to lessen potential adverse impacts between land uses. Bufferyards may be used for passive recreation. All other uses are prohibited, including off-street parking.

Bufferyards are required for new uses or current uses expanded over 50% of gross floor area. Several options are available.

	<u>Single Family – Dwelling (Existing Use) Buffer Required</u>
(New Use) Office/Institutional	Bufferyard #3 - 15 feet deep, trees or shrubs per 100 feet or 6' and shrubs or trees
(New Use) Commercial	Bufferyard #4 - 25 feet deep, trees and shrubs per 100 feet or 8' fence and shrubs or trees Bufferyard #5C - 5 feet deep with 8' masonry wall

This means a change from C-1 to C-3 would increase the required buffer by an additional 10 feet.

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

ORDINANCE 2016-17
Amending Zoning Map and
Rezoning Property Located at 1213
State Street (Tax Map Number
004652-04-002) from C-1 to C-3

WHEREAS, Michael Hughes, as the agent for the property owner, requested that the City of Cayce amend the Zoning Map to re-designate the property comprising and shown as 1213 State Street (TMS# 004652-04-002), now zoned Office and Institutional (C-1) to Central Commercial (C-3), 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 October 17, 2016, 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 C-3, Central Commercial:

TMS# 004652-04-002
1213 State Street

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

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2016.

Elise Partin, Mayor

Attest:

Mendy Corder, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

City of Cayce
South Carolina
Planning Commission Zoning Map Amendment

Date Filed : _____

Request No. : MA0016-16

Fee : \$200 9-23-16

Receipt No : _____

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

THE APPLICANT HEREBY REQUESTS that the property described as below be considered for rezoning from C-1 to C-3
The justification for this change is as follows; _____

mm APPLICANT(S) [print]: Michael Hyber
Address : 932 Karlandy Ave Cayce SC
Telephone: 518-0437 [business] _____ [residence]
Interest: _____ Owner(s): _____ Agent of owner(s): Other: _____

OWNER(S) [if other than Applicant(s)] : _____
Address: _____
Telephone: _____ [business] _____ [residence]
[use reverse side if more space is needed;]

PROPERTY ADDRESS: 1213 State Street
Lot 12,3 Block 0 Subdivision _____
Tax Map No. 004652-04-002 Plat Book 116-79 Page _____
Lot Dimensions: _____ Area: [sq. ft. or acreage] 5321
Deed restrictions/limitations on property: _____

* DESIGNATION OF AGENT [complete only if owner is not applicant]
I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request.
Date: 9-14-16 For Teamsters 509. Powell Caldwell
Powell Caldwell
Owner signature(s)

I (we) certify that to the best of my(our) knowledge that the information contained herein is accurate and correct.
Date: 9-14-16 [Signature]
Applicant signature(s)

Official Use Only: Property posted: 9-20-16 By: MO Published in Newspaper on: 9-29-16

PLANNING COMMISSION: _____ RECOMMENDATION: _____
CITY COUNCIL [1st Reading] _____ ACTION: _____
CITY COUNCIL [Final Reading] _____ ACTION: _____

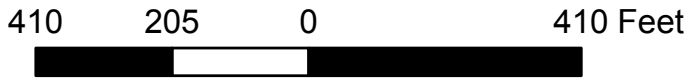
Notice to applicant sent on _____ advising of Council's action. If approved a statement to the effect that our zoning maps and records now reflect the new zoning of the property. If disapproved, the reasons for disapproval, a statement that any other request for rezoning on the same piece of property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

Rezoning Request
1213 State Street



Legend

- Properties Within 200' of Re-Zoning Request
- R-Zoning Request
- Property Lines



Memorandum

To: Mayor and Council

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

Date: November 10, 2016

Subject: First Reading of an Ordinance to re-zone 1741 Airport Blvd (TMS# 5743-01-001, 005743-01-002, and 005743-01-013 (P)) from RS-2 (Single Family Residential) to M-1 (Light Industrial).

ISSUE

Council approval is needed for First Reading of an Ordinance to re-zone 1741 Airport Blvd (TMS# 5743-01-001, 005743-01-002, and 005743-01-013 (P)) from RS-2 (Single Family Residential) to M-1 (Light Industrial).

BACKGROUND/DISCUSSION

The applicant wishes to rezone the properties listed above from RS-2 (Single Family Residential) to M-1 (Light Industrial). The RS-2 zoning classification is mainly for land used for single-family dwellings and their accessory uses. Whereas, M-1 is intended to accommodate wholesaling, light industry, office and related business uses.

The Columbia Wilbert Vault Company has been located on the properties for many years and the current zoning (RS-2) makes the existing use of miscellaneous manufacturing a nonconformity. Zoning regulations limit the expansion or modification of a non-conforming use. The applicant was denied a zoning permit to start an expansion to the existing business because of the residential zoning designation. The applicant would like to re-zone the properties in order for the zoning to fit the current business and any future expansion.

The rezoning request is over 4 acres in size and consists of two parcels and a portion of a third. The subject properties are contiguous to residential and light manufacturing zoned districts. The request complies with the Zoning Ordinance and the Future Land Use Plan.

The Planning Commission considered the request for re-zoning at a special called meeting on November 14, 2016. The re-zoning request was opened for

public comment. Five members of the public signed up to speak or ask questions about the potential rezoning. A summary of the input from the public is attached to this white paper. The Planning Commission unanimously recommends City Council approve the requested rezoning.

RECOMMENDATION

The Planning Commission recommends Council approve First Reading of an Ordinance to re-zone 1741 Airport Blvd (TMS# 5743-01-001, 005743-01-002, and 005743-01-013 (P)) from RS-2 (Single Family Residential) to M-1 (Light Industrial).

Residents of the Fairlawn Circle neighborhood were present to speak at the public hearing for the rezoning request of 1741 Airport Boulevard. Five of those present, signed in to speak. Three specified they were against the request, one was undecided, and one made no selection.

Mr. Fuson asked for anyone wishing to come forward to speak. Of those signed in, Hank Dickerson of 2035 Fairlawn Circle, Jonna Gates of 1845 Evelyn Street, Larry Stanfield of Fairlawn Circle, and Nan Fowkes of 1920 Rosemary Drive, came before the Commission to voice their concerns.

The concerns were the following:

1. Current traffic from trucks belonging to the Wilbert Vault Company is dangerous to the neighborhood.
2. The present condition of the small street (Rosemary Street) between Airport Boulevard and Fairlawn Circle is terrible due to the large trucks.
3. The possibility of additional traffic, if the property was granted the rezoning, may be a problem.
4. Creation of another entrance, from Airport Boulevard instead of the neighborhood street, for the Wilbert Vault trucks would be ideal.
5. Some of the landscaping is causing visibility problem for drivers.
6. Disposal of ashes, if the applicant decided to pursue the pet cremator.
7. Effect on residential taxes for the area, if the property is rezoned to light industrial.

The applicant stated they were not aware of any problems with the street or with the landscaping but would be happy to speak with the people from the neighborhood to try to resolve the problems.

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

ORDINANCE 2016-18
Amending Zoning Map and Rezoning
Property Located at 1741 Airport Blvd
(Tax Map Numbers 005743-01-001,
005743-01-002, and 005743-01-013 (P))
from RS-2 to M-1

WHEREAS, Margie Hoffman-Johnson, as the property owner, requested that the City of Cayce amend the Zoning Map to re-designate the property comprising and shown as 1741 Airport Blvd (TMS# 005743-01-001, 005743-01-002, and 005743-01-013 (P)), now zoned Single Family Residential (RS-2) to Light Industrial (M-1), 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 November 14, 2016, 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 M-1, Light Industrial:

TMS# 005743-01-001, 005743-01-002, and 005743-01-013 (P)
1741 Airport Blvd

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

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2016.

Elise Partin, Mayor

Attest:

Mendy Corder, Municipal Clerk

First Reading: _____


Second Reading and Adoption: _____

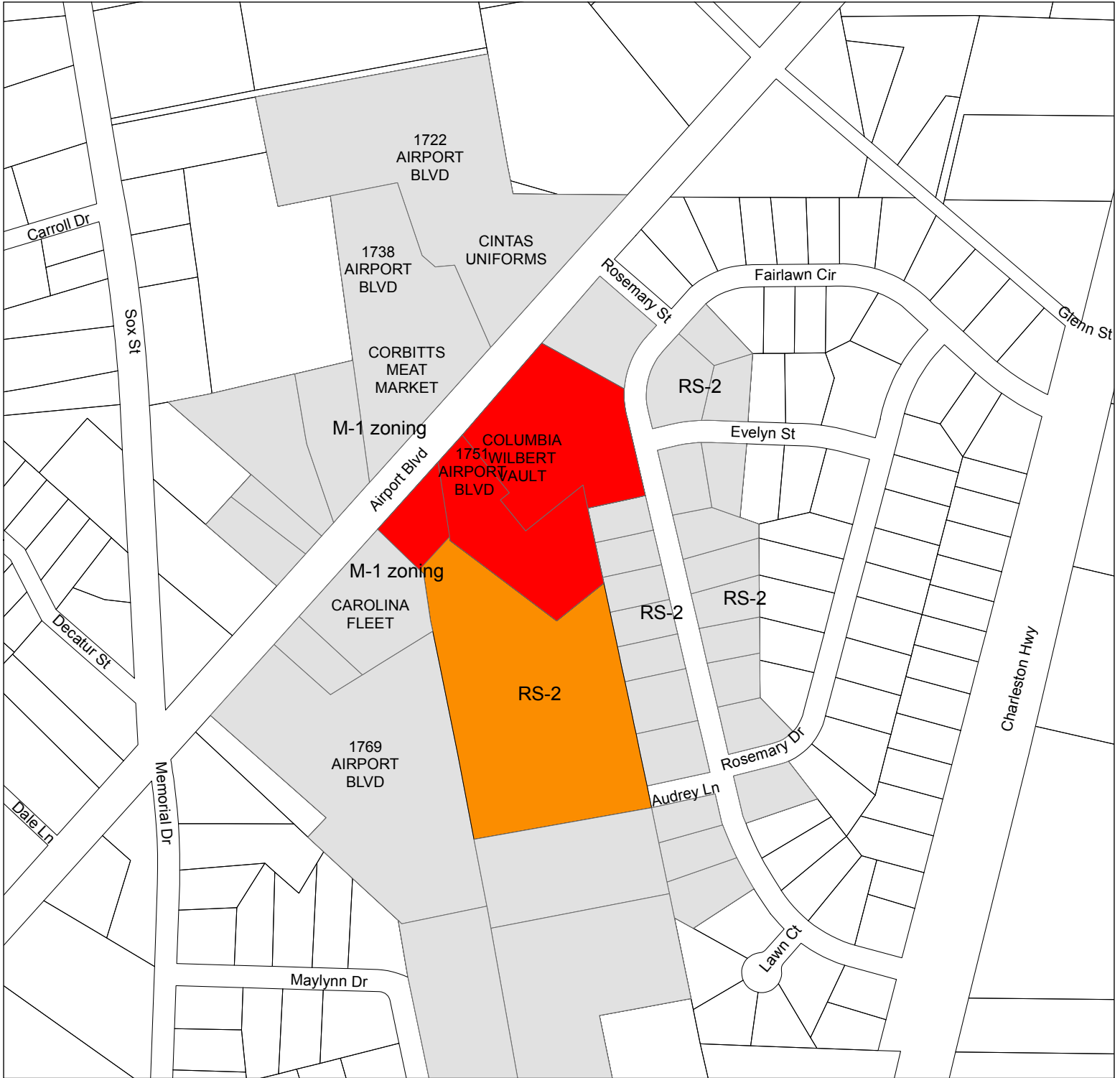
Approved as to form: _____
Danny C. Crowe, City Attorney

Rezoning Request
MA007-16
1741 Airport Blvd



Legend

 Re-zoning Request



500 250 0 500 Feet

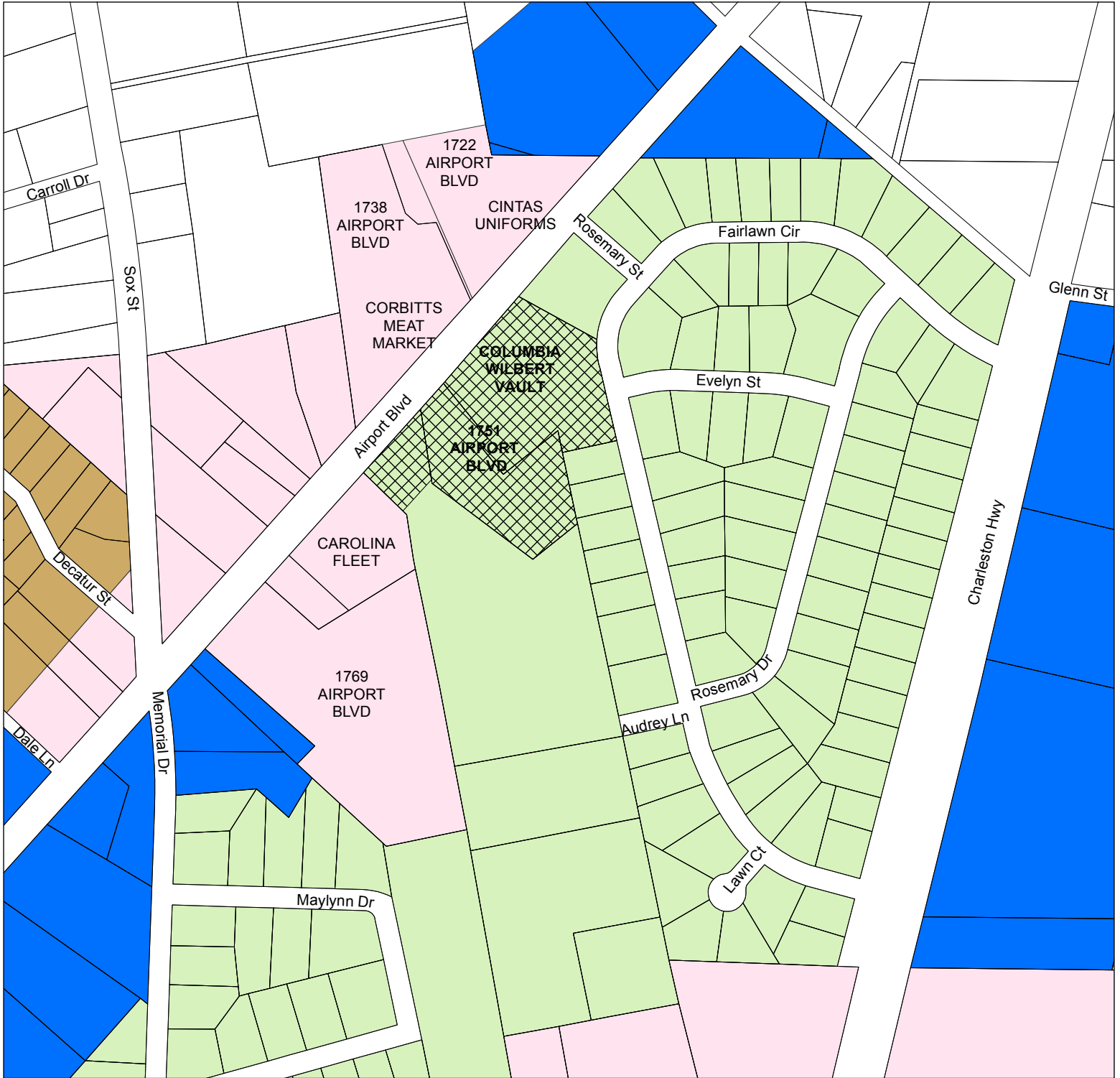


Rezoning Request
 MA007-16
 1741 Airport Blvd



Legend

	Re-zoning Request	ZONING	RS-4	C-1	C-4	D-1			
	RS-1		RG-1		C-2		M-1		PDD
	RS-2		RG-2		C-3		M-2		DAD
	RS-3								



500 250 0 500 Feet



City of Cayce
South Carolina
Planning Commission Zoning Map Amendment

Date Filed: 10/06/16

Request No: MAC07-16

Fee: _____

Receipt No: _____

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

THE APPLICANT HEREBY REQUESTS that the property described as above be considered for rezoning from Residential to MI- Light Industrial

The justification for this change is as follows:
Our correct designation based on our NAICS code and past 76 years of usage should be MI- Light Industrial and we would like it to be updated to reflect this.

APPLICANT(S) [print]: Margie G. Hoffman-Johnson
Address: 174I Airport Blvd., Cayce, SC 29033
Telephone: (803) 794-3619 [Business] (803) 920-0217 (Cell) [Residence]
Interest: Owner(s): Agent of owner(s): Other:

OWNER(S) [if other than Applicant(s)] : _____
Address: _____
Telephone: _____ [Business] _____ [Residence]

PROPERTY ADDRESS: 174I Airport Blvd., Cayce, SC 29033
Lot Block Subdivision 5743-01-001, 5743-01-002, 5743-01-013
Tax Map No. _____ Plat Book _____ Page _____
Lot Dimensions: _____ Area: [sq. ft. or acreage] _____
Deed restrictions/limitations on property:
N/A

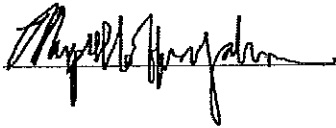
DESIGNATION OF AGENT [complete only if owner is not applicant]
I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request.

Date: _____

Owner signature(s)

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

Date: 10/06/16



Applicant signature(s)

Official Use Only:
Property posted: 10-28-16 By: MD

Published in Newspaper on: 10-27-16

PLANNING COMMISSION: _____

RECOMMENDATION: _____

CITY COUNCIL [1st Reading] _____

ACTION: _____

CITY COUNCIL [Final Reading] _____

ACTION: _____

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

Memorandum

To: Mayor and Council

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

Date: November 10, 2016

Subject: First Reading of an Ordinance to re-zone 613 Knox Abbott Drive (TMS# 004649-01-001 and 004649-01-013) from C-3 (Central Commercial) to DAD (Design Agreement District).

ISSUE

Council approval is needed for the First Reading of an Ordinance to re-zone 613 Knox Abbott Drive (TMS# 004649-01-001 and 004649-01-013) from C-3 (Central Commercial) to DAD (Design Agreement District).

BACKGROUND/DISCUSSION

The applicant wishes to rezone the properties listed above from C-3 (Central Commercial) to DAD (Development Agreement District). The C-3 zoning classification is intended to promote vitality of commercial and business uses in areas of Knox Abbott Drive and State Street. Whereas, DAD is used to encourage large scale development. The Agreement must be specific and the intended use must be approved by City Council.

The property is currently the location of the Motel 6 and has been purchased by Lexington County School District 2. With successful rezoning, the property will be added to Brookland Cayce High School's existing Development Agreement. The School District intends to use the site for an additional sporting events facility.

The property is contiguous to Brookland Cayce High School's DAD and C-3 zoning districts. The requested zoning is in compliance with the Zoning Ordinance and the Future Land Use Plan.

The Planning Commission considered the request for re-zoning at a special called meeting on November 14, 2016. The rezoning request was open to the public. No members of the public offered comments either for or against the proposed rezoning. The Planning Commission voted unanimously to recommend Council approve the requested rezoning.

RECOMMENDATION

The Planning Commission recommends Council approve First Reading of an Ordinance to re-zone 613 Knox Abbott Drive (TMS# 004649-01-001 and 004649-01-013) from C-3 (Central Commercial) to DAD (Design Agreement District).

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

ORDINANCE 2016-19
Amending Zoning Map and Rezoning
Property Located at 613 Knox Abbott
Drive (Tax Map Numbers 004649-01-
001 and 004649-01-013) from C-3 to
DAD

WHEREAS, Jumper Carter Sease Architects, as the agent for the property owner, Lexington County School District Two, requested that the City of Cayce amend the Zoning Map to re-designate the property comprising and shown as 613 Knox Abbott Drive (TMS# 004649-01-011 and 004649-01-013) now zoned Central Commercial (C-3) to Development Agreement District (DAD), 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 November 14, 2016, 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 Development Agreement District (DAD):

TMS# 004649-01-011 and 004649-01-013
613 Knox Abbott Drive

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

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2016.

Elise Partin, Mayor

Attest:

Mendy Corder, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

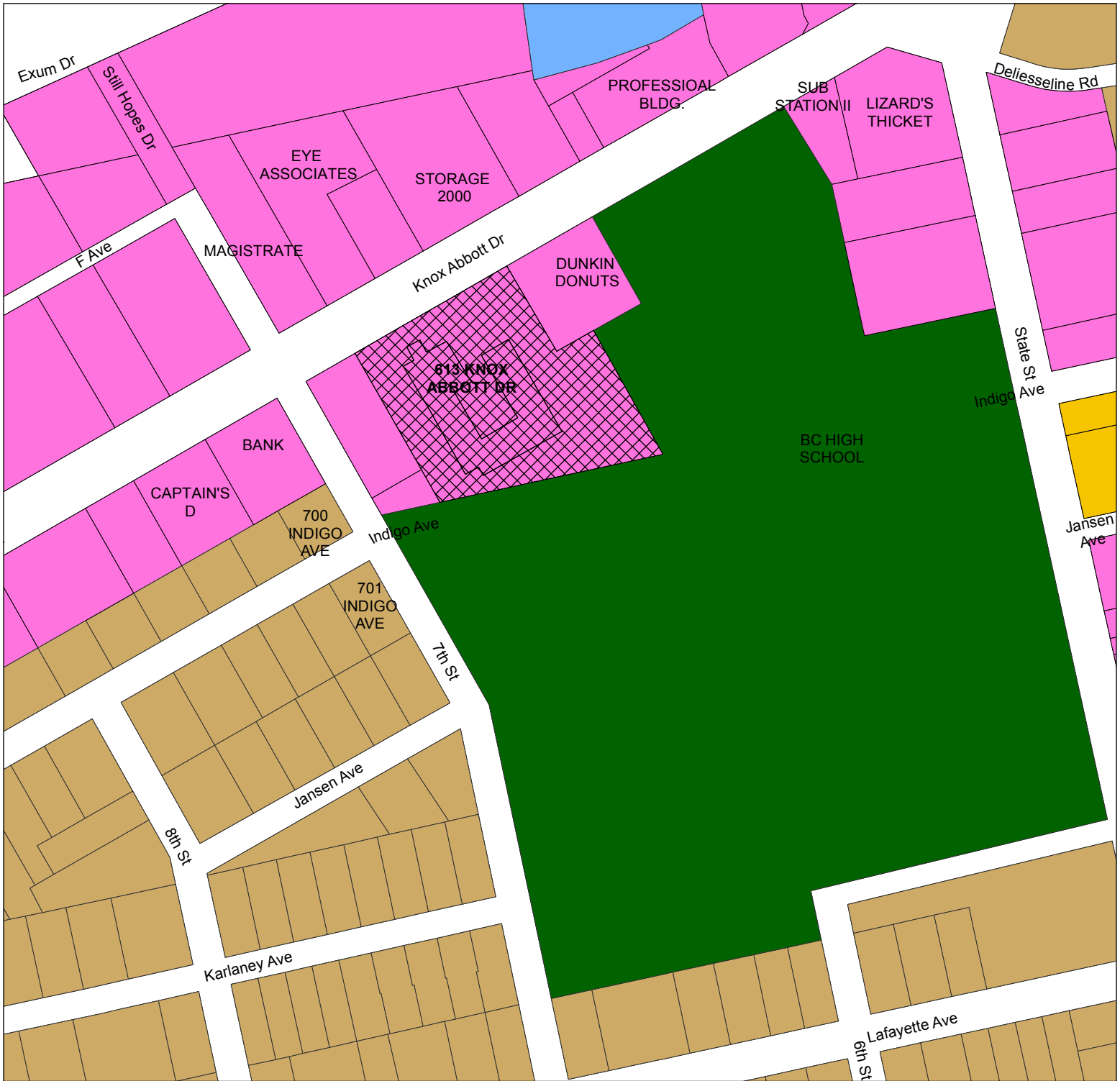
Approved as to form: _____
Danny C. Crowe, City Attorney

Rezoning Request
 MA008-16
 613 Knox Abbott Drive



Legend

	REZONING REQUEST	ZONING		RS-4		C-1		C-4		D-1
	RS-1		RG-1		C-2		M-1		PDD	
	RS-2		RG-2		C-3		M-2		DAD	
	RS-3									



350 175 0 350 Feet



City of Cayce
South Carolina

Planning Commission Zoning Map Amendment

Date Filed: 11-4-16

Request No: MA-008-16

Fee: \$200

Receipt No: _____

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

THE APPLICANT HEREBY REQUESTS that the property described as above be considered for rezoning from COMMERCIAL to EDUCATION

The justification for this change is as follows;

BROWLAND CAYCE HIGH SCHOOL NEW ALOMA

APPLICANT(S) [print]: JUMPER CARTER SENSE ARCHITECTS
Address: 412 HEATING STREET, WEST COLUMBIA, SC 29169
Telephone: 803 791-1020 [Business] _____ [Residence]
Interest: Owner(s): ___ Agent of owner(s): Other: ___

OWNER(S) [if other than Applicant(s)]: LEWINGTON SCHOOL DISTRICT TWO
Address: 715 NINTH ST., WEST COLUMBIA SC 29169
Telephone: 803 739-4198 [Business] _____ [Residence]

PROPERTY ADDRESS: 613 KNOX ABBOT DRIVE
Lot MULTIPLE Block MULTIPLE Subdivision LOTS 2 + 13 BLK 75 + LOTS 4, 15, 16 + PT LOTS 5 BLK 75, ALSO
Tax Map No. 004649-01-011 + 01-013 Plat Book 107G Page 179 LT 3+4
Lot Dimensions: 318 x 178 x 77 x 255 Area: [sq. ft. or acreage] 3.1 AC +/-
Deed restrictions/limitations on property:

N/A

DESIGNATION OF AGENT [complete only if owner is not applicant]

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request.

Date: 11/4/16

WILLIAM B. JAMES, JR.

Wesley A. Jones
Owner signature(s)

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

Date: 11/1/16

L. TODD SENSE MA LEED^{AP}

[Signature]

Applicant signature(s)

Official Use Only:
Property posted: 10-28-16 By: SAM

Published in Newspaper on: 10-27-16

PLANNING COMMISSION: _____

RECOMMENDATION: _____

CITY COUNCIL [1st Reading] _____

ACTION: _____

CITY COUNCIL [Final Reading] _____

ACTION: _____

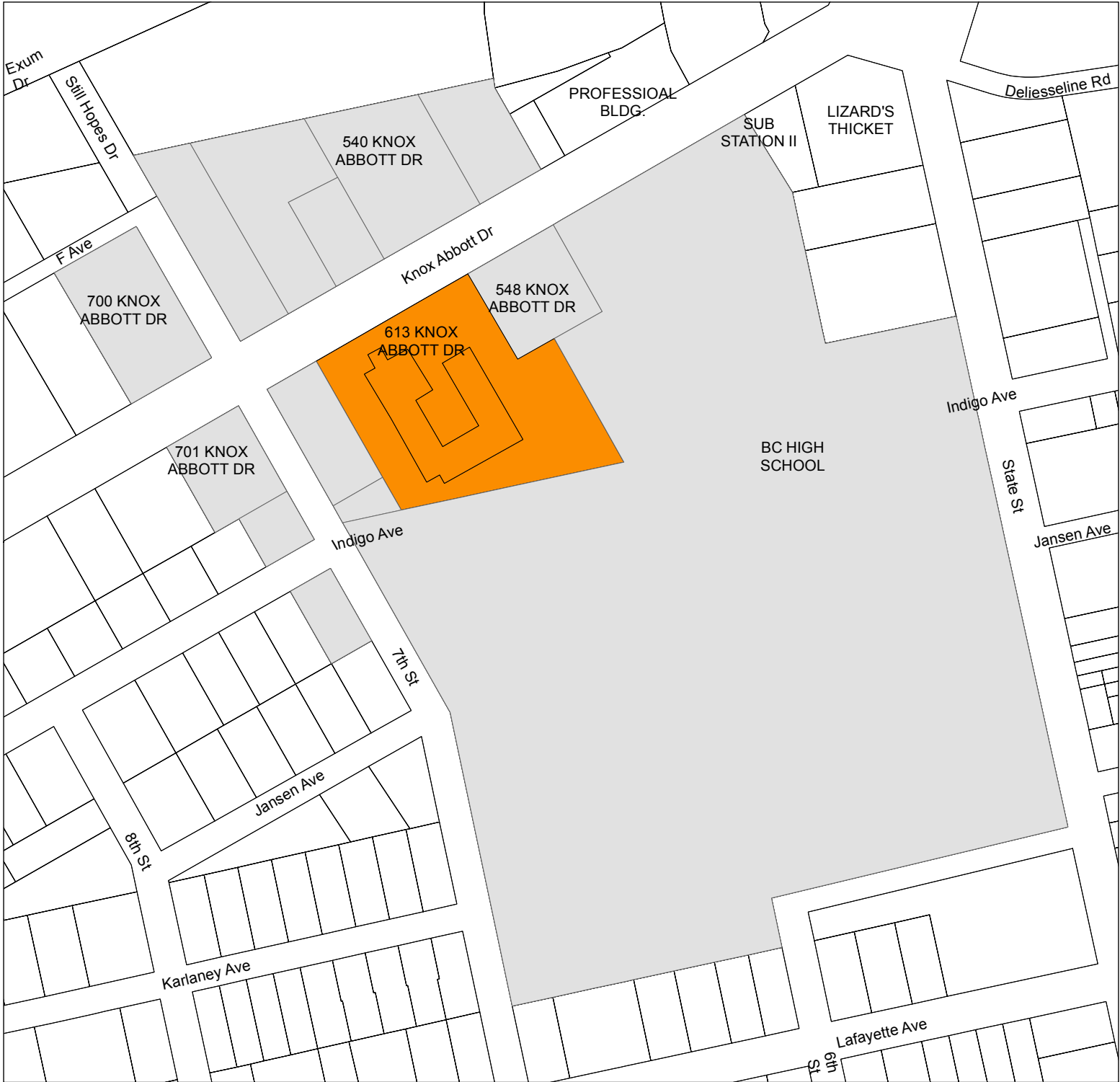
Notice to applicant sent on _____ advising of Councils action. If approved a statement to the effect that our zoning maps and records now reflect the new zoning of the property. If disapproved, the reasons for disapproval, a statement that any other request for rezoning on the same piece of property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

Rezoning Request
MA008-16
613 Knox Abbott Drive



Legend

- PROPERTIES WITHIN 200' OF REZONING REQUEST
- REZONING REQUEST



350 175 0 350 Feet

A SERIES ORDINANCE

APPROVING THE FINANCING OF WATER SYSTEM IMPROVEMENTS THROUGH THE BORROWING OF NOT EXCEEDING TWENTY-FIVE MILLION DOLLARS (\$25,000,000), PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE DRINKING WATER REVOLVING LOAN FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF CAYCE, SOUTH CAROLINA AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF CAYCE, SOUTH CAROLINA TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

CITY OF CAYCE, SOUTH CAROLINA

Enacted: December 6, 2016

TABLE OF CONTENTS

ARTICLE I - FINDINGS OF FACT 1
 Section 1.1. Findings of Fact..... 1

ARTICLE II – AUTHORIZATION OF THE LOAN AND ESTABLISHMENT OF FUNDS 5
 Section 2.1. Authorization of Loan. 5
 Section 2.2. Repayment of Loan by City..... 5
 Section 2.3. Establishment of Funds. 5

ARTICLE III- LOAN AGREEMENT AND NOTE; FUNDING THE 2016C DEBT SERVICE RESERVE FUND..... 6
 Section 3.1. Authorization of Loan Agreement and the Note. 6
 Section 3.2. Provision for Funding of the 2016C Debt Service Reserve Fund 6

ARTICLE IV- MISCELLANEOUS 7
 Section 4.1. Other Instruments and Actions 7
 Section 4.2. Ordinance a Contract 7
 Section 4.3. Effective Date 7
 Section 4.4. Continuing Disclosure 7
 Section 4.5. Certain Changes..... 7

EXHIBIT A – FORM OF LOAN AGREEMENT A-1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAYCE, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I - FINDINGS OF FACT

Section 1.1. Findings of Fact. Incident to the enactment of this series ordinance (this “**2016C Series Ordinance**”), the City Council of the City of Cayce (the “**City Council**”), the governing body of the City of Cayce, South Carolina (the “**City**”), has made the following findings:

(a) The City is a municipality incorporated under the laws of the State of South Carolina (the “**State**”) and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the “**Act**”) to: (i) undertake a waterworks project as defined and approved pursuant to the Federal Safe Drinking Water Act, 42 U.S.C. §§300f *et seq.*, as amended; (ii) make application for and to receive assistance from the South Carolina Water Quality Revolving Fund Authority (the “**State Authority**”); (iii) comply with regulations relating to the receipt and disposition of money of the State Drinking Water Revolving Loan Fund (the “**Fund**”) created by the Act; (iv) apply for and receive state grants; (v) enter into loan agreements; and (vi) comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended, permit the incurrence of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of the revenues the System from which such revenues are derived.

(c) The City Council has determined that, in order for the City to adequately serve its customers, it is necessary to undertake certain improvements to its water system. The project consists of improvements to the water system of the City, including water distribution improvements throughout major residential areas of the System (the “**Project**”). The Project will be a part of and will constitute a portion of the City’s water and sewer system of the City (the “**System**”).

(d) On May 18, 2016, the City Council adopted a resolution authorizing an application to the State Authority for a loan from the Fund (the “**Loan**”).

(e) On September 28, 2016, the State Authority, upon review of the City’s loan application, conditionally approved the Loan.

(f) The Loan is to be made and secured pursuant to a loan agreement between the City and the State Authority (the “**Loan Agreement**”), the form of which is attached hereto as **Exhibit A** and a promissory note executed and delivered by the City, registered in the name of the State Authority (the “**Note**”), the form of which is attached as Appendix E to the Loan Agreement. Pursuant to the Loan Agreement, the City will agree to use the proceeds of the Loan only to pay the actual eligible costs of the Project, and, if deemed prudent by the City, capitalized interest on the Note pursuant to the terms of the Loan Agreement; the City will also agree to pay to the State Authority such amounts as shall be required to provide for the payment of all amounts due with

respect to the repayment of the Loan. To secure its obligations, the City will grant to the State Authority a pledge of, and a lien upon the Net Revenues of the System (as defined in the Bond Ordinance, which term is defined below). Upon any failure of the City to make any payments to the State Authority pursuant to the Loan Agreement or the Note, the State Authority shall require the State Treasurer to pay to the State Authority, subject to provisions of the Act, such amount from the State appropriations to which the City may be or become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

(g) The City Council is adopting this 2016C Series Ordinance in order to:

(i) authorize the execution and delivery of, on behalf of the City, the Loan Agreement and the Note;

(ii) evidence the approval of the Project and the Loan by the City Council; and

(iii) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this 2016C Series Ordinance.

(h) The City is authorized, pursuant to an ordinance enacted by the City Council on February 2, 2016, entitled, “AN ORDINANCE COLLAPSING AND TERMINATING AN AMENDED AND RESTATED INDENTURE OF TRUST IN ORDER TO PROVIDE FOR THE ISSUANCE AND SALE OF WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF CAYCE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO” (the “**Bond Ordinance**”), to enact this 2016C Series Ordinance as a Series Ordinance thereunder and to issue the Note as a Series of Bonds thereunder; and the issuance of such Note is necessary for financing the Project. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Bond Ordinance.

(i) The Note will not be junior to any other revenue-secured debt of City and will be issued on parity with the following indebtedness: (1) the outstanding installments of the City’s originally issued \$4,500,000 Water and Sewer System Refunding Revenue Bonds, Series 2016B dated March 29, 2016; (2) the outstanding installments of the City’s originally issued \$8,470,000 Water and Sewer System Refunding Revenue Bonds, Series 2016A (Taxable) dated March 29, 2016; (3) the now outstanding installments of the originally issued not exceeding \$3,734,073, plus capitalized interest, if any, Water and Sewer System Improvement Revenue Bond, Series 2015; (4) the outstanding installments of the City’s originally issued \$33,123,025 Water and Sewer System Revenue Bond, Series 2009 dated September 16, 2009; and (5) the outstanding installments of the City’s originally issued \$1,650,000 Water and Sewer System Revenue Bond, Series 2002 dated September 1, 2002 (collectively, the “**Outstanding Bonds**”).

(j) In accordance with Section 4.01(B) of the Bond Ordinance, the City Council hereby determines that the issuance of the Note as a Series of Bonds is necessary to provide funds to be used and expended for the purpose of expanding, adding and improving the System, which

purposes are permitted by Sections 4.01(A)(1) of the Bond Ordinance. The City Council further specifies and determines as follows:

- (i) the period of usefulness of the System is not less than twenty-five (25) years;
- (ii) the Date of Issue of the Note shall be the date that the Note is executed and delivered as provided in Section 3.1 of this 2016C Series Ordinance;
- (iii) the principal amount of the Note shall not exceed Twenty-Five Dollars (\$25,000,000), plus capitalized interest, if any, the exact principal amount (exclusive of capitalized interest) to be determined at the final disbursement of the Loan by the State Authority;
- (iv) the dates for payment of interest on the Note, and the dates of maturity and the amounts thereof, shall be as set forth in the Loan Agreement;
- (v) the Note is to be issued for the purpose of providing funds to defray all or a portion of the costs of the Project;
- (vi) the Note shall be designated “Water and Sewer System Improvement Revenue Bond, Series 2016C of the City of Cayce, South Carolina;” however such series designation may be subject to adjustment depending on the actual year of issuance of the Note;
- (vii) the Note shall be sold to the State Authority in accordance with the Act;
- (viii) the Note shall bear interest at the rate set forth in the Loan Agreement;
- (ix) the Note shall be issued as a single term bond, payable by way of equal, amortized payments of principal and interest as set forth in the Loan Agreement;
- (x) the redemption prices and dates applicable to the Note shall be as set forth in the Loan Agreement and the Note;
- (xi) U.S. Bank National Association shall serve as Trustee, Paying Agent and Registrar for the Note;
- (xii) the form of the Note shall be as provided in Appendix E to the Loan Agreement, a copy of which is attached hereto as **Exhibit A**;
- (xiii) the Note shall not be issued in book-entry form as permitted by Section 4.20 of the Bond Ordinance;
- (xiv) the Reserve Requirement for the Note shall be as set forth in Section 3.2 hereof;

(xv) the proceeds of the Note shall be applied as set forth in the Loan Agreement;

(xvi) the 2016C Debt Service Account shall be established as a Debt Service Fund Account under the Bond Ordinance and the 2016C Debt Service Reserve Fund shall be established as a Debt Service Reserve Fund under the Bond Ordinance;

(xvii) because the State Authority will hold the proceeds of the Note until such time as they are requisitioned for costs, no construction fund shall be established; and

(xviii) the City has not been notified of the occurrence of any Event of Default under the Bond Ordinance, nor is it aware of any such occurrence.

[END OF ARTICLE I]

ARTICLE II – AUTHORIZATION OF THE LOAN AND ESTABLISHMENT OF FUNDS

Section 2.1. Authorization of Loan. The City Council hereby authorizes the City’s acceptance of the Loan from the State Authority in an amount not exceeding \$25,000,000 plus capitalized interest, if any, pursuant to and in accordance with the provisions of the Loan Agreement.

Section 2.2. Repayment of Loan by City. The City Council hereby authorizes the repayment of the Loan by the City to the State Authority from the Net Revenues of the System (as defined in the Bond Ordinance), or if said revenues are not sufficient, from state appropriations as the City may become entitled to, pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

Section 2.3. Establishment of Funds. There shall be established by an Authorized Officer (as defined in the Bond Ordinance) the 2016C Debt Service Account. The 2016C Debt Service Account shall be established within the Debt Service Fund, which is held by U.S. Bank National Association, as Trustee (the “*Trustee*”), and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

As provided by Section 7.05(B)(2) of the Bond Ordinance, there shall also be established by an Authorized Officer a 2016C Debt Service Reserve Fund, to be kept in the custody and control of the Trustee and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

[END OF ARTICLE II]

**ARTICLE III- LOAN AGREEMENT AND NOTE; FUNDING THE 2016C DEBT
SERVICE RESERVE FUND**

Section 3.1. Authorization of Loan Agreement and the Note. The Loan Agreement and the Note, in substantially the forms attached hereto as **Exhibit A**, with such changes as the Mayor of the City (the “*Mayor*”) (her execution to be conclusive evidence of such approval), are hereby approved. The execution and delivery of the Loan Agreement and the Note on behalf of the City are hereby authorized and directed. The Loan Agreement and the Note shall be dated as of the Date of Issue, which is expected to be December 8, 2017; however, such Date of Issue may be subject to change in the sole discretion of the Mayor. The Loan Agreement and the Note shall be executed on behalf of the City by the Mayor and attested by the Municipal Clerk of the City.

Section 3.2. Provision for Funding of the 2016C Debt Service Reserve Fund. The Municipal Treasurer is hereby authorized to cause the satisfaction of the 2016C Reserve Requirement (as defined in the Loan Agreement) by funding the 2016C Debt Service Reserve Fund with cash or cash equivalents as authorized by the Bond Ordinance and as further provided for in the Loan Agreement. If required to be funded, the City, acting through the Trustee, will maintain the 2016C Reserve Requirement in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

[END OF ARTICLE III]

ARTICLE IV- MISCELLANEOUS

Section 4.1. Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this 2016C Series Ordinance and the agreements and actions herein authorized, the Authorized Officers are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as they shall deem necessary or desirable. As used herein, the Authorized Officers are those persons identified in the Bond Ordinance. Additionally, the Municipal Treasurer is authorized to cause satisfaction of any such fees or expenses as may be required to close the Note.

Section 4.2. Ordinance a Contract. This 2016C Series Ordinance shall constitute a contract between the City and the State Authority, and shall be enforceable as such against the City.

Section 4.3. Effective Date. This 2016C Series Ordinance shall become effective upon enactment by the City Council.

Section 4.4. Continuing Disclosure. The City covenants to file with the State Authority and with a central repository for availability in the secondary bond market when requested:

- (a) an annual independent audit, within thirty days of City's receipt of the audit; and
- (b) event specific information within thirty (30) days of an event adversely affecting more than five percent of City's customer base.
- (c) In the event the City fails to comply with the requirements of this Section 4.4, the only remedy shall be an action of specific performance.

Section 4.5. Certain Changes. Upon the enactment of this 2016C Series Ordinance, it is assumed that the Note will be issued in calendar year 2016 and therefore, this Series Ordinance, the Note and certain funds hereunder have been designated as "2016C." If the Note issued in year subsequent to 2016, then such designations will be subject to change so as to properly denote and describe the year of issuance for the Note.

[END OF ARTICLE IV]

DONE, RATIFIED AND ENACTED this 6th day of December, 2016.

**CITY OF CAYCE, SOUTH
CAROLINA**

(SEAL)

By: _____
Mayor

Attest:

Municipal Clerk
City of Cayce, South Carolina

First Reading: November 17, 2016
Second Reading: December 6, 2016

EXHIBIT A

FORM OF LOAN AGREEMENT



South Carolina
Rural Infrastructure Authority

STATE DRINKING WATER REVOLVING LOAN FUND
FY 2016 LOAN CLOSING PACKAGE
FOR
CITY OF CAYCE

Re: Avenues, Broadacres, North Frink Street & Edenwood Water System Replacements

Contents:

1. Sample Bond Counsel and Attorney Opinion Letters
2. Loan Agreement and Form of Promissory Note
3. Model Debt Service and Debt Service Reserve Fund Agreement
4. Model Land Opinion

On behalf of the South Carolina Water Quality Revolving Fund Authority, the Office of Local Government is pleased to provide the City of Cayce with this package of material for finalizing a Drinking Water SRF Loan.

For further information or assistance contact:

Trish Comp
Loan Programs Director
(803) 737-3808
tcomp@ria.sc.gov

October 24, 2016

LOAN AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

CITY OF CAYCE

Dated

December ___, 2016

relating to

Avenues, Broadacres, North Frink Street and Edenwood Water System Replacements

South Carolina Drinking Water Revolving Loan Fund

Loan Number: 3-075-16-3210003-02

No. ___ of Two Executed Original Counterparts

TABLE OF CONTENTS

Page

ARTICLE I

LOAN

Section 1.1	Loan Made and Accepted; Repayment	2
Section 1.2	Purpose Limited to Project	2
Section 1.3	Disbursements	2
Section 1.4	Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule	3
Section 1.5	Deadline for Borrowing and Termination of Promise to Lend	5
Section 1.6	Conditions Precedent to Disbursement of Loan Proceeds	5

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1	Status of Project Sponsor	6
Section 2.2	Financial Statements	6
Section 2.3	Pending Litigation	6
Section 2.4	No Conflicting Transactions	6
Section 2.5	Ownership of Premises	6
Section 2.6	Other Project Arrangements	7
Section 2.7	No Construction Default	7
Section 2.8	No Default	7
Section 2.9	Effect of Draw Request	7

ARTICLE III

COVENANTS

Section 3.1	Contract Award, Construction Inspection and Completion	8
Section 3.2	Disbursements	8
Section 3.3	Release of Responsibility	8
Section 3.4	Other Agreements	8
Section 3.5	Accounting and Auditing	9
Section 3.6	Ratings from Rating Agencies	9
Section 3.7	Insurance	9
Section 3.8	Compliance with Governmental Authority	10
Section 3.9	Adequate Rates	10
Section 3.10	Review of Rates	11
Section 3.11	Disclosure of Events to Authority	11
Section 3.12	Procurement Requirements	11

Section 3.13	Inspection and Information	11
Section 3.14	Consent to Changes	11
Section 3.15	Additional Covenants	12

ARTICLE IV

ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

Section 4.1	Establishment of Gross Revenue Fund, 2016C Debt Service Account, Operation and Maintenance Fund, and Depreciation and Contingent Fund	13
Section 4.2	Establishment and Funding of Debt Service Reserve Fund	14
Section 4.3	Disposition of Revenues	15
Section 4.4	Concerning the 2016C Debt Service Account and the Debt Service Reserve Fund	17

ARTICLE V

EVENTS OF DEFAULT

Section 5.1	Events of Default	19
-------------	-------------------	----

ARTICLE VI

REMEDIES

Section 6.1	Acceleration	20
Section 6.2	Additional Remedies and Enforcement of Remedies	20
Section 6.3	Remedies Not Exclusive	20
Section 6.4	Termination of Proceedings	20

ARTICLE VII

SECURITY

Section 7.1	Pledge of Revenues	21
Section 7.2	Additional Security	21

ARTICLE VIII

SPECIAL REVOLVING FUND PROVISIONS

Section 8.1	Compliance	22
Section 8.2	Standard Conditions	22

ARTICLE IX

GENERAL CONDITIONS

Section 9.1	No Waiver	24
Section 9.2	Satisfactory Proceedings	24
Section 9.3	Evidence	24
Section 9.4	No Beneficiaries	24
Section 9.5	Review and Inspection of Work	24
Section 9.6	Notices	24
Section 9.7	No Joint Venture, Etc.	25
Section 9.8	Assignment	25
Section 9.9	Entire Agreement	25
Section 9.10	Continuity	25
Section 9.11	South Carolina Contract	25
Section 9.12	Limitations on Actions by Project Sponsor	25
Section 9.13	Counterparts	25
Section 9.14	Appendices	25
Section 9.15	Special Conditions	25
Section 9.16	Time of Essence	25
Section 9.17	Severability	26
APPENDIX "A"	SCOPE OF WORK	A-1
	PROJECT BUDGET	A-2
	PROJECT SCHEDULE	A-3
APPENDIX "B"	REPAYMENT SCHEDULE	B-1
APPENDIX "C"	PROCUREMENT REQUIREMENTS	C-1
APPENDIX "D"	SPECIAL CONDITIONS	D-1
APPENDIX "E"	FORM OF THE PROMISSORY NOTE	E-1
ATTACHMENT #1	DAVIS-BACON WAGE RATES REQUIRED UNDER FEDERAL APPROPRIATIONS ACT	

LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ____ day of December, 2016, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "*Authority*") and the CITY OF CAYCE, a municipal corporation of the State of South Carolina (the "*Project Sponsor*").

WITNESSETH:

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

WHEREAS, the South Carolina Department of Health and Environmental Control (the "*Department*") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Safe Drinking Water Act; and

WHEREAS, the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act); and

WHEREAS, the Act authorizes Project Sponsors, among other things, to undertake Projects, to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund, together with interest thereon; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "*Project*"), which Project will be part of the Project Sponsor's water and sewer system (the "*System*"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on February 2, 2016 entitled "A MASTER BOND ORDINANCE COLLAPSING AND TERMINATING AN AMENDED AND RESTATED INDENTURE OF TRUST IN ORDER TO PROVIDE FOR THE ISSUANCE AND SALE OF WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF CAYCE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" (the "*Master Bond Ordinance*");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE 1

LOAN

SECTION 1.1. Loan Made and Accepted; Repayment. In consideration of the mutual promises of this Agreement, and upon and subject to its terms and conditions, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan herein provided for (the "*Loan*"). The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "*Note*") registered in the name of the Authority. The amount of the Loan (the "*Loan Amount*"), the interest rate on the Loan and the repayment schedule with respect to the Loan (the "*Repayment Schedule*") shall be as set forth in Appendix "B" hereto, as may be changed or modified pursuant to Section 1.4 hereof; the terms and form of the Note are set out in Appendix "E". The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix "B", as modified, on the due date of any such payment.

SECTION 1.2. Purpose Limited to Project. The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project. The Project is described in Appendix "A" and more specifically as approved in the Project files of the Department. Except to the extent otherwise approved in writing by the Authority, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department. Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them.

SECTION 1.3. Disbursements.

1.3.1. The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred, actual eligible costs up to the Loan Amount and by category as provided in this Agreement.

1.3.2. For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement, the Project Sponsor shall designate a single officer or employee (the "*Sponsor Representative*") prior to the first disbursement request.

1.3.3. In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor, any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor. In those cases when the Project Sponsor is seeking funds with which to pay incurred Project costs, any check for disbursement from the Fund to pay such costs may, at the option of the Authority, be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project. Such check will be mailed to the Project Sponsor.

1.3.4. Before any disbursement, the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1.6 hereof.

1.3.5. Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. The Project Sponsor may not request a disbursement until all construction contracts are signed. The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories "Planning and Design Engineering", "Land Acquisition", "Legal and Appraisal Fees" and "SRF Loan Closing Fee", which appear in the Project Budget in Appendix "A" hereto. The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department. Unless the Authority otherwise approves, when the Project Budget indicates that the Loan shall bear only a portion of the eligible costs of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the "*Permit to Operate*"). No disbursement requests will be accepted more than one hundred eighty (180) days after the date of such Permit to Operate.

1.3.7. The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty-one (21) days before the day disbursement is needed and may limit draw requests to one per month. The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty-one (21) days of receiving such request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor. Processing on shorter notice or faster schedule shall not amend this provision.

SECTION 1.4. Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule.

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the "*Payment Initiation Date*") is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in one hundred twenty (120) quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule

may be changed but only as provided in the following Section 1.4.2. The Interest Rate is fixed for the term of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

1.4.2. (a) At the written request of the Project Sponsor, submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix "B", the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix "B", or (ii) thirty (30) months from the first day of the month following the date of this Agreement, or (iii) the first day of the month following the date of the Permit to Operate issued by the Department for the operation of the Project.

(b) In the event the Permit to Operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix "B", the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the Permit to Operate, or the term of the Loan be shortened by a minimum of three (3) months.

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund. Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date.

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project.

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix "B" shall be modified to reflect (i) changes in the Loan Amount, (ii) extension or acceleration of the Payment Initiation Date, and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor.

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that:

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount;

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in one hundred twenty (120) quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment, or payments, due under the revised Repayment Schedule.

(g) For purposes of the Repayment Schedule, any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date.

1.4.3. Any change in the Loan Amount, extension or acceleration of the Payment Initiation Date or modification of the Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix "B" hereto reflecting any such change or modification. In connection with any such change or modification, the Authority may, but need not, impose new terms and conditions, including cancellation of the Note and execution of a new Note.

SECTION 1.5. Deadline for Borrowing and Termination of Promise to Lend. The Authority, in its sole discretion, may terminate its promise to lend all of, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Sponsor has not entered into all construction contracts applicable to the Project within six (6) months of the date of this Agreement; or

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred eightieth (180th) day following the date of the Permit to Operate issued by the Department for the Project; or

1.5.3. An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available); or

1.5.4. A circumstance arises or becomes known which, in the Authority's sole discretion and opinion, (a) substantially impairs the ability of the Project Sponsor to complete the Project, to operate the Project or to repay the Loan, or (b) substantially impairs the merit of the Project.

SECTION 1.6. Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions:

1.6.1. The Project Sponsor's representations and warranties shall remain true and correct;

1.6.2. No Event of Default shall have occurred under this Agreement or the Note;

1.6.3. The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5; and

1.6.4. There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein.

ARTICLE 11

REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows:

SECTION 2.1. Status of Project Sponsor. The Project Sponsor is a municipal corporation of the State of South Carolina (the "*State*"), authorized to acquire and construct the Project and to operate the Project and provide water supply/distribution services.

SECTION 2.2. Financial Statements. The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority. All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement, and no material adverse change with respect to the Project Sponsor has occurred.

SECTION 2.3. Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened, which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project for revenue.

SECTION 2.4. No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected.

SECTION 2.5. Ownership of Premises. The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and of the System as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which the Project Sponsor has or will have its distribution or trunk lines, booster stations, storage tanks and the like, including those to be a part of the Project and otherwise. Property of which the Project Sponsor has taken possession pursuant to Section 28-2-90 of the South Carolina Eminent Domain Procedure Act (Title 28, Chapter 2, Code of Laws of South Carolina, 1976, as amended), and in connection with which no action pursuant to Section 28-2-470 of such statute has been instituted within thirty (30) days of the Condemnation Notice with respect to such property, shall be deemed owned in fee simple by the

Project Sponsor pursuant to this Section 2.5. The Project Sponsor has good record title to the real property described above (or has possession pursuant to the Eminent Domain Procedure Act, as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor. With respect to the personal property and fixtures of the Project Sponsor necessary or convenient to the System and its operation, there are no liens or other claims of record against such property or other evidence of adverse ownership, and the Project Sponsor owns such personal property and fixtures in fee simple without conflicting claim of ownership.

SECTION 2.6. Other Project Arrangements. The Project Sponsor has secured the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

SECTION 2.7. No Construction Default. Neither the Project Sponsor nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

SECTION 2.8. No Default. There is no default on the part of the Project Sponsor under this Agreement or the Note, and no event has occurred and is continuing, which, with notice or the passage of time would constitute a default under any part of this Agreement or the Note.

SECTION 2.9. Effect of Draw Request. Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance, that no breach of other provisions hereof has occurred, and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest thereon have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE III
COVENANTS

SECTION 3.1. Contract Award, Construction Inspection and Completion.

3.1.1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.

3.1.2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.

3.1.3 The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed pursuant to the Project Schedule also defined in Appendix "A" hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan participation.

3.1.4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan.

SECTION 3.2. Disbursements. The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

SECTION 3.3. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall, to the extent permitted by law, release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their negligence.

SECTION 3.4. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the System and its operation. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party.

SECTION 3.5. Accounting and Auditing.

3.5.1. Accounting. The Project Sponsor shall account for the Project and System in accordance with generally accepted accounting principles (GAAP), including financial, statistical, property, and supporting documentation. All accounting records shall be kept using GAAP accounting, and applying all relevant Government Accounting Standards Board (GASB) pronouncements, including GASB Statement No. 34 relating to the reporting of infrastructure assets. When applicable, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principle Board (APB) opinions issued on or before November 30, 1989 shall be applied unless those pronouncements conflict with or contradict subsequent GASB pronouncements.

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto. A Single Audit, as required by OMB under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F, may be necessary for each year federal funds are disbursed to the Project Sponsor under CFDA Number 66.468. If the Project Sponsor conducts a Single Audit when federal money disbursed from the Fund is less than the threshold required for such audit, the Project Sponsor shall submit to the Authority, within sixty (60) days of its completion, any findings and recommendations pertaining to money from the Fund contained in such Single Audit.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority a copy of its latest long-term, unenhanced underlying rating, affirmation thereof, and any new or updated credit report on the System and/or any Parity Debt, as defined in Section 4.3.2 herein, from Standard & Poor's Rating Service, or its respective successors and assigns, ("**S&P**") or Moody's Investors Service, Inc., or its respective successors and assigns, ("**Moody's**"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks/reports, CreditWatch placements, ratings changes or downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

SECTION 3.7. Insurance. The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note:

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in an amount equal to the replacement cost of the Project;

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System;

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time; and

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingent Fund.

SECTION 3.8. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project or the System.

SECTION 3.9. Adequate Rates. The Project Sponsor shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System as shall be sufficient to meet the requirements of this Agreement, and the Project Sponsor specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

3.9.1. To provide for the punctual payment of the principal of and interest on the Note and any other indebtedness of the Project Sponsor payable from revenues of the System that may from time to time hereafter be outstanding;

3.9.2. To maintain any Debt Service Reserve Fund required by this Agreement in accordance with the provisions hereof and the Master Bond Ordinance;

3.9.3. To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

3.9.4. To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order; and

3.9.5. To discharge all other obligations imposed by the by this Agreement and by the Master Bond Ordinance.

The Project Sponsor further covenants and agrees that it shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System

which, together with other income, are reasonably expected to yield annual Net Earnings, as defined in the Master Bond Ordinance, in any fiscal year equal to the greater of (i) one hundred ten percent (110%) of the annual principal and interest on all debt paid from or secured by revenues of the System plus 100% of all amounts required for Sections 3.9.2 through 3.9.5; or (ii) such other percentage of the annual principal and interest on all debt paid from or secured by revenues of the System as the Project Sponsor shall have covenanted that its Net Earnings would meet with respect to other outstanding indebtedness and obligations of the System.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

SECTION 3.11. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will submit to the Authority event specific information within thirty (30) days of an event adversely affecting more than five (5) percent of revenues of the System and any other information which is released to a municipal bond information repository service.

SECTION 3.12. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.

SECTION 3.13. Inspection and Information. On reasonable notice, the Authority or the Department shall have for its own convenience and benefit, and without obligation to the Project Sponsor or any third party, the right to audit the books and records of the Project Sponsor as they may pertain to or affect the System and this Agreement and to enter upon the premises to inspect the Project. The Project Sponsor shall cause its architects, engineers, contractors, and auditors to cooperate during such inspections including making available any documents, records, reports or other materials pertinent to the Project and the inspection. The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor's compliance with this Agreement.

SECTION 3.14. Consent to Changes. Without consent of the Authority and Department, the Project Sponsor shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project or the System. The Project Sponsor shall not divide the Project into component projects in order or in effect, so as to defeat the provisions of this Agreement. The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, mortgage or otherwise encumber the Project, the System or the revenues derived therefrom during the term of this Agreement without the express prior written approval of the Authority.

SECTION 3.15. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

3.15.2. It will permit no free service to be rendered, or use to be made of the services and facilities of the System and for the services and facilities of the System used by the Project Sponsor, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue so received from the Project Sponsor shall be deemed revenue derived from the operation of the System, and shall be accounted for in the same manner as other revenues of the System;

3.15.3. It will permit no customer to be connected to the System, or to receive any service afforded by the System, unless such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force;

3.15.4. It will maintain in effect rules and regulations requiring connection to the System by all persons within the jurisdiction of the Project Sponsor to whom the services of the System shall be available and shall impose availability fees and charges with respect to customers and properties within its corporate limits to which or whom service is available but which or who have not connected into the System; and

3.15.5. So long as any amount due with respect to the Note is unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State, and the Project Sponsor hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the System (except as permitted by the Master Bond Ordinance), necessary or useful, and the Project Sponsor further obligates itself and covenants and agrees with the Authority to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Agreement.

ARTICLE IV
ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

SECTION 4.1. Establishment of Gross Revenue Fund, 2016C Debt Service Fund Account, Operation and Maintenance Fund, and Depreciation and Contingent Fund. Beginning on the first day of the month following the delivery of the Note, except with respect to the 2016C Debt Service Fund Account, and continuing until all amounts due with respect to the Note have been paid in full, the following funds shall be established and maintained:

4.1.1. The Project Sponsor shall establish a Gross Revenue Fund, into which shall be placed all receipts, income and revenue that the Project Sponsor shall derive, directly or indirectly, from the ownership of the System. Moneys in the Gross Revenue Fund may be withdrawn on order of the Project Sponsor, but shall be made use of only in the manner and in the order of priority specified in Section 4.3 hereof.

4.1.2 Within the Debt Service Fund established pursuant to the Master Bond Ordinance, there shall be established and maintained a 2016C Debt Service Fund Account (the "*2016C Debt Service Account*") for payment of principal and interest on the Note.

4.1.3. The Project Sponsor shall establish an Operation and Maintenance Fund in order to provide for the payment of all expenses incurred in connection with the administration and operation of the System, and such expenses as may be reasonably necessary to preserve the System in good repair and working order.

4.1.4. The Project Sponsor shall establish a Depreciation and Contingent Fund in order to provide a reasonable reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions of the System. Money in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the System; for improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order; to defray the cost of unforeseen contingencies and extraordinary repairs to the System; to prevent defaults in the Note, Parity Debt (as defined in Section 4.3.2) and Junior Lien Bonds (as defined in the Bond Ordinance); and for optional redemption of the Note, Parity Debt, or Junior Lien Bonds.

4.1.5. In the event the Project Sponsor shall have established funds analogous to, or serving the purpose of, the funds required to be established by this Article IV, such funds may be continued and employed for the purposes of this Agreement, and the Project Sponsor shall not be required to establish duplicate funds.

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

4.2.1. Based on the Project Sponsor's receipt of a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "A" category from S&P or Moody's respectively, and from each, if both S&P and Moody's issued ratings, and the submission of such with its Loan application to the Authority, the Debt Service Reserve Fund Requirement with respect to the Note (the "**Reserve Requirement**") shall initially equal zero and shall continue to be zero subject to provisions of the following Section 4.2.2. At such time as the Reserve Requirement is greater than zero as provided in Section 4.2.2, the a Series 2016C Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") shall be funded in an amount equal to the Reserve Requirement to provide a reserve for payment of principal of and interest on the Note.

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

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

(c) In the event the Reserve Requirement is ever increased as provided in Section 4.2.2(b) above due to a ratings downgrade or loss and is subsequently upgraded to the level established in Section 4.2.2(a), then the Reserve Requirement shall revert to zero and any excess money in the Debt Service Reserve Fund shall be applied as provided in Section 4.4.3 hereof.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the 2016C Debt Service Account is insufficient for such purposes.

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

SECTION 4.3. Disposition of Revenues. All revenues derived from the operation of the System shall be deposited in the Gross Revenue Fund. Beginning in the month following the delivery of this Agreement with respect to payments pursuant to subsections 4.3.1 and 4.3.3 to 4.3.7, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to subsection 4.3.2, withdrawals from the Gross Revenue Fund shall be made in the following order of priority and on or before the last Business Day (as defined in the Master Bond Ordinance) prior to the end of each month.

4.3.1. There shall be deposited into the Operation and Maintenance Fund that sum which has been currently determined by the Project Sponsor to be the cost of operating and maintaining the System for the next ensuing month.

4.3.2. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the 2016C Debt Service Account. Simultaneously with making the monthly deposit in the 2016C Debt Service Account required by this Section 4.3.2, the Project Sponsor shall deposit in the Debt Service Fund (a) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's September 11, 2002 promissory note to the Authority from the South Carolina Water Pollution Control Revolving Fund (the "**Pollution Control Fund**") relating to loan number 1-084-02-315-10 (the "**2002 Revenue Bond**"); (b) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's September 16, 2009 promissory note to the Authority relating to loan number X1-128-09-315-11 from the Pollution Control Fund (the "**2009 Revenue Bond**"); (c) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's January 29, 2015 promissory note to the Authority from the fund relating to loan number X3-066-14-3210003-01 (the "**2015 Revenue Bond**"); (d) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Water and Sewer System Refunding Revenue Bonds (Taxable), Series 2016A (the "**2016A Revenue Bonds**"); (e) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Water and Sewer System Refunding Revenue Bonds, Series 2016B (the "**2016B Revenue Bonds**"); and (f) the monthly fraction or fractions of the next payment or payments due with respect to any obligations of the Project Sponsor (the "**Obligations**") secured by a pledge of revenues on a parity with the pledge securing the Note, the 2002 Revenue Bond, the 2009 Revenue Bond, the 2015 Revenue Bond, the 2016A Revenue Bonds and the 2016B Revenue Bonds. The 2002 Revenue Bond, the 2009 Revenue Bond, the 2015 Revenue Bond, the 2016A Revenue Bonds, the 2016B Revenue Bonds, and the Obligations are hereinafter sometimes referred to as "**Parity Debt**". In the event amounts available for payments into the 2016C Debt Service Account and other debt service accounts in the Debt Service Fund with respect to the Note and all Parity Debt are not sufficient to make all payments then required to be made, such available amounts shall be deposited into the 2016C Debt Service Account and other debt service accounts in the Debt Service Fund on a pro rata basis.

4.3.3. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the

Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount necessary to fully meet the Reserve Requirement, and such deposits shall begin in the month following a ratings downgrade or loss and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in subsection 4.2.4 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-fourth (1/4) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) Nothing in Sections 4.3.3(a), (b) or (c) shall preclude the Project Sponsor from fully reestablishing the Reserve Requirement in a more timely fashion than so prescribed.

4.3.4. If, in any month, for any reason, the Project Sponsor shall fail to pay all or any part of the money it has herein agreed to pay into said 2016C Debt Service Account or Debt Service Reserve Fund, the amount of any such deficiency shall be added to and shall become a part of the amount due and payable into said 2016C Debt Service Account or Debt Service Reserve Fund in the next succeeding month.

4.3.5. Provision shall then be made for the payment of interest and any fees or penalties on amounts advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as contemplated in Section 7.05(D) of the Master Bond Ordinance.

4.3.6. Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Note and Parity Debt in the order of priority contemplated by the proceedings authorizing their issuance.

4.3.7. There shall be deposited in the Depreciation and Contingent Fund that sum which is one-twelfth (1/12) of the sum determined by the Project Sponsor to be needed for the Depreciation and Contingent Fund for the then current fiscal year.

4.3.8. Any revenues remaining after the foregoing deposits have been made shall be disposed of for any lawful purpose in such manner as the Project Sponsor shall from time to time determine.

SECTION 4.4. Concerning the 2016C Debt Service Account and the Debt Service Reserve Fund. The 2016C Debt Service Account established pursuant to Section 4.1.2 hereof and the Debt Service Reserve Fund, if funded pursuant to Section 4.2 hereof, shall be established with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Trustee*") chosen by the Project Sponsor with the written approval of the Authority. The 2016C Debt Service Account and the Debt Service Reserve Fund, if funded, shall be held and administered by the Trustee in accordance with the provisions of the Master Bond Ordinance and the following provisions of this Section 4.4. The Trustee shall acknowledge and accept its duties and responsibilities with respect to the 2016C Debt Service Account and the Debt Service Reserve Fund, if funded, in one or more written instruments delivered to the Authority with this Agreement.

4.4.1. The Trustee shall notify the Authority in writing of the date of the establishment of the 2016C Debt Service Account and the Debt Service Reserve Fund, and the initial amount of the deposit for each. If the Project Sponsor fails to deposit the amount required by this Agreement in either fund at the time required for such deposit, the Trustee, no later than the fifth day after the date on which such deposit is to be made, shall provide written notification to the Project Sponsor, with a copy to the Authority, of the amount required for deposit into the 2016C Debt Service Account or the Debt Service Reserve Fund pursuant to the provisions of this Agreement. If the Debt Service Reserve Fund has been funded, the Trustee shall also verify balances in the Debt Service Reserve Fund, as requested by the Authority, but no less often than semiannually during any period of monthly deposits and no less often than annually when the full Reserve Requirement is met and maintained.

4.4.2. From sums deposited in the 2015C Debt Service Account by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note. If insufficient sums exist in the 2015C Debt Service Account for any payment then due and no Debt Service Reserve Fund has been funded, the Trustee shall immediately notify the Project Sponsor of the amount to be transmitted to the Trustee for the payment then due. If insufficient sums exist in the 2015C Debt Service Account for any payment then due and the Debt Service Reserve Fund has been funded, the Trustee shall transfer the amount needed for payment from the Debt Service Reserve Fund and the Trustee shall notify the Project Sponsor of the amounts required to be deposited in the Debt Service Reserve Fund in order to replenish such a withdrawal and have on deposit therein the amount required by this Agreement. A copy of any such notice shall be provided to the Authority by the Trustee.

4.4.3. Pending disbursement pursuant to this Section 4.4, any money in the Debt Service Reserve Fund shall be invested and reinvested in Authorized Investments, as defined in the Master Bond Ordinance. Subject to the remaining provisions of this Section 4.4.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Whenever, and as of any date of calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the Reserve Requirement, such excess shall, at the direction of the Project Sponsor, either be used to effect partial

prepayment of the Note; or shall be removed from the Debt Service Reserve Fund and transferred into the 2015C Debt Service Account or the Gross Revenue Fund.

4.4.4. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over all amounts remaining in the 2015C Debt Service Account and the Debt Service Reserve Fund, if funded, in accordance with written directions from the Project Sponsor delivered to the Trustee and the Trustee shall thereafter have no further responsibilities under this Agreement.

ARTICLE V

EVENTS OF DEFAULT

SECTION 5.1. Events of Default. The following occurrences shall constitute Events of Default hereunder:

(A) The Project Sponsor fails to comply with any of the covenants, terms and conditions made in this Agreement or the Master Bond Ordinance as provided at Section 13.01 therein;

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement;

(C) Any representation, warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue, incorrect or misleading in any material respect;

(D) The Project Sponsor makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument;

(E) Dissolution of the existence of the Project Sponsor;

(F) Any legal or equitable action is commenced against the Project Sponsor which, if adversely determined, could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement;

(G) Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for forty-five (45) days or is abandoned; and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor, and following request by the Authority, the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred.

ARTICLE VI

REMEDIES

SECTION 6.1. Acceleration. Upon the occurrence of an Event of Default, the Authority, subject to the provisions of the Master Bond Ordinance, may, by notice in writing to the Project Sponsor, declare the principal balance of the Note immediately due and payable in the manner prescribed by and in accordance with the Master Bond Ordinance; and such amount and all interest accrued thereon shall become and be immediately due and payable, anything in the Note or in this Agreement to the contrary notwithstanding. In such event and subject to a valid acceleration under the Master Bond Ordinance, there shall be due and payable on the Note an amount equal to the total principal amount disbursed on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment.

SECTION 6.2. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may, subject to the provisions of Article XIV of the Master Bond Ordinance, proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

- (A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act;
- (B) Suit upon all or any part of the Note;
- (C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority;
- (D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; and
- (E) Enforcement of any other right of the Authority including the right to make application for the appointment of a receiver to administer and operate the System.

SECTION 6.3. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 6.4. Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII

SECURITY

SECTION 7.1. Pledge of Revenues. For the payment of the Note and as security for its other obligations under this Agreement, the Project Sponsor hereby grants to the Authority a pledge of, and lien upon the Net Revenues of the System, as defined in the Master Bond Ordinance. Such pledge and lien upon the Net Revenues shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.2) and shall at all times and in all respects be and remain superior to any pledges made to secure any other obligations of the Project Sponsor payable from the revenues of the System except to the extent otherwise agreed to in writing by the Authority. Parity Debt may be issued only in compliance with Article IV of the Master Bond Ordinance or, if the Master Bond Ordinance is no longer in effect, only with the prior written approval of the Authority.

SECTION 7.2. Additional Security. Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement, the Authority shall, without further action, require the State Treasurer to pay to the Authority, subject to the provisions of the Act, the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid.

ARTICLE VIII

SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in an operating permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 8.2. Standard Conditions. The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the Project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator of the Environmental Protection Agency, the Comptroller General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(B) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)

(1) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors and approved by The Department.

(2) The Project Sponsor shall not be presently debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

(3) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that is presently debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.

(4) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).

(5) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.

(6) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

(C) The Project Sponsor shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.

(D) Pursuant to requirements of the Fiscal Year 2012 Federal Appropriations Act (PL 112-74), the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. (see Attachment #1)

(E) The Project shall comply with "American Iron and Steel" provisions, as set forth in the 2015 Appropriations Act (PL 113-235) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

ARTICLE IX

GENERAL CONDITIONS

SECTION 9.1. No Waiver. No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder.

SECTION 9.2. Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority.

SECTION 9.3. Evidence. Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and the Authority shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

SECTION 9.4. No Beneficiaries. All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

SECTION 9.5. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction.

SECTION 9.6. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Project Sponsor:

City of Cayce
1800 12th Street
Cayce, South Carolina 29033-2935

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, South Carolina 29201

Attention: Patricia A. Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 9.7. No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Project Sponsor. The Authority shall not be in any way liable or responsible by reason of the provisions hereof, to the Project Sponsor or any third party, for the payment of any claims in connection therewith.

SECTION 9.8. Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 9.9. Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 9.10. Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 9.11. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12. Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 9.13. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 9.14. Appendices. The appendices attached to this Agreement are a part of it.

SECTION 9.15. Special Conditions. The Statements of Special Conditions in Appendix "D" shall govern the matters they address.

SECTION 9.16. Time of Essence. Time is of the essence of this Agreement.

SECTION 9.17. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF CAYCE

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

SCOPE OF WORK

Project Sponsor: City of Cayce

Project Name: Avenues, Broadacres, North Frink Street and Edenwood Water System Replacements

Loan Number: 3-075-16-3210003-02

Installation of approximately 261,000 linear feet (LF) of 2-inch through 16-inch waterline, associated valves, hydrants, connections, and appurtenances. Construction of a 1,000,000 gallon composite elevated water storage tank, appurtenances, and telemetry system. Demolition of the existing Glenn Street elevated storage tank. Replacement of approximately 3,900 water meters, select meter boxes and appurtenances.

PROJECT BUDGET

Project Sponsor: City of Cayce

Project Name: Avenues, Broadacres, North Frink Street and Edenwood Water System Replacements

Loan Number: 3-075-16-3210003-02

<u>ITEM</u>	<u>SRF LOAN</u>		<u>TOTAL ELIGIBLE COSTS</u>
	<u>20 Years</u>	<u>30 Years</u>	
Planning and Design Engineering	\$137,676	\$1,501,324	\$1,639,000
Land Acquisition		38,500	38,500
Legal and Appraisal Fees	7,770	84,730	92,500
SRF Closing Fee	4,916	53,687	58,603
Construction	1,578,868	17,208,765	18,787,633
%	8.40%	91.60%	
Construction Contingency	157,887	1,720,876	1,878,763
Construction Inspection and Engineering	<u>84,420</u>	<u>920,580</u>	<u>1,005,000</u>
Total	\$1,971,537	\$21,528,462	\$23,499,999

SUBJECT TO REVISION PRIOR TO CLOSING

PROJECT SCHEDULE

Project Sponsor: City of Cayce

Project Name: Avenues, Broadacres, North Frink Street and Edenwood Water System Replacements

Loan Number: 3-075-16-3210003-02

ACTION

DATE

Bid Opening November 10, 2016

Contract Execution December 1, 2016

Notice to Proceed December 1, 2016

Start of Construction December 15, 2016

DHEC Permit to Operate November 15, 2018

SUBJECT TO REVISION PRIOR TO CLOSING

REPAYMENT SCHEDULE

Project Sponsor: City of Cayce

Project Name: Avenues, Broadacres, North Frink Street and Edenwood Water System Replacements

Loan Number: 3-075-16-3210003-02

Loan Amount: \$23,499,999

Payment Initiation Date: December 1, 2018

Interest Rate: 1.80% per annum

First Payment Due Date: March 1, 2019

Loan Term: \$ 1,971,537 for 20 years
\$21,528,462 for 30 years

Payment Frequency: Quarterly

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 120 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Two Hundred Sixty-One Thousand Nine Hundred Seventy-Five and 65/100 Dollars (\$261,975.65) each, followed by one installment in the amount of Two Hundred Sixty-One Thousand Nine Hundred Seventy-Five and 66/100 Dollars (\$261,975.66), followed by 39 equal installments in the amount of Two Hundred Thirty-Two Thousand Five Hundred Seventy-Five and 08/100 Dollars (\$232,575.08), and one final installment in the amount of Two Hundred Thirty-Two Thousand Five Hundred Seventy-Four and 91/100 Dollars (\$232,574.91).

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor: City of Cayce

Loan Number: 3-075-16-3210003-02

PROCUREMENT REQUIREMENTS

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 1. Local newspapers of general circulation.
 2. MBE/WBE publications.
 3. Statewide or regional newspapers of general circulation.
 4. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
 - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
 - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
 - L. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - M. After bid opening, provide the Department with the following:
 1. Project Construction Summary Form (DHEC Form #3589).
 2. A certified copy of the advertisement with date(s) of publication.
 3. A copy of the Project Sponsor's Bidders List.
 4. Detailed bid tabulation certified by Project Sponsor's engineer.
 5. Proposal of successful bidder(s).
 6. Bid Bond with associated Power of Attorney.
 7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
 9. Davis-Bacon wage rate(s) used in bidding the project.

10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
 11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
 12. A copy of the prime contractor's Bidders List.
 13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
 14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
 15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
 16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
 17. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
 18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
 - D. Monthly Construction Inspection Reports.
 - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
 - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: City of Cayce

Project Name: Avenues, Broadacres, North Frink Street and Edenwood Water System Replacements

Loan Number: 3-075-16-3210003-02

None

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA DRINKING WATER
REVOLVING LOAN FUND LOAN**

**CITY OF CAYCE, SOUTH CAROLINA
WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2016C**

FOR VALUE RECEIVED, the City of Cayce (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Agreement (the "*Agreement*"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number 3-075-16-3210003-02, Avenues, Broadacres, North Frink Street and Edenwood Water System Replacements, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Loan Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part, together with any accrued interest thereon, at any time without penalty or premium; all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia, South Carolina, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Columbia, South Carolina.

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due. Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

If the Project Sponsor fails to make any payment of principal or interest within thirty (30) days of the date when due, or if the Project Sponsor defaults in the performance of any of the terms, covenants or conditions of any agreement or other documents concerning this Note, including without limitation the Agreement, the Authority may declare the principal of this Note and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to the Project Sponsor.

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments. Upon any such payment default, the Authority shall immediately avail itself of the provisions of Section 7.2 of the Agreement relating to additional security for payment of amounts due on this Note.

The Project Sponsor waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents.

The Project Sponsor shall pay all costs of collection, including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law. The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this _____ day of December, 2016.

CITY OF CAYCE

[SEAL]

By: _____

Typed Name: _____

Title: _____

Attest:

Its _____

CERTIFICATE OF AUTHENTICATION

This Promissory Note is the obligation issued pursuant to the Project Sponsor's amended and restated Master Bond Ordinance enacted on February 2, 2016, as authorized by the Project Sponsor's Series Ordinance enacted on December 6, 2016.

U.S. BANK NATIONAL ASSOCIATION, TRUSTEE

By: _____, Authorized Officer

Typed Name: _____

**Davis-Bacon Wage Rates Required Under Federal Appropriations Act
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2012 Federal Appropriations Act (PL 112-74), DB prevailing wage requirements were permanently applied to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a State drinking water revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

STATE OF SOUTH CAROLINA)	RESOLUTION
)	Approving Multijurisdictional
COUNTY OF LEXINGTON)	Alcohol Enforcement Unit
)	Agreement
CITY OF CAYCE)	

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

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 authority must be approved by the appropriate governing body of the concerned county, municipality or other political subdivision;

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

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

The City Council hereby ratifies or approves the City of Cayce entering into a Multijurisdictional Alcohol Enforcement Unit Agreement, as attached, and authorizes the Mayor and the Director of Public Safety to sign the Agreement on behalf of the City.

ADOPTED this _____ day of November 2016.

Elise Partin, Mayor

ATTEST:

Mendy Corder, Municipal Clerk

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

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

**MULTIJURISDICTIONAL ALCOHOL
ENFORCEMENT UNIT
AGREEMENT**

This agreement is made and entered into this 11th day of October 2016, by the following parties: **Town of Lexington Police Department, Cayce Department of Public Safety, USC Division of Law Enforcement and Safety, City of Columbia Police Department, and Lexington County Sheriff's Department.**

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is the intent of the parties to share jurisdiction under this

written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

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

2. TERM AND RENEWAL

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

3. VESTING OF AUTHORITY AND JURISDICTION

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

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

4. PERSONNEL, COSTS AND RECORDS

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

5. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

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

6. INSURANCE

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

7. COMPENSATION, BOND, AND RELATED MATTERS

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

8. REIMBURSEMENT AND ANCILLARY BENEFITS

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

9. TERMINATION AND RIGHT TO RESCIND

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

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

11. SEVERABILITY

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

12. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

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

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

~~Joe G. Mergo III
Lexington County Administrator~~

B. J. K.
Sheriff Jay Koon
Lexington County Sheriff's Office

Chief Chris Wuchenich
USC Police Department

Amy Stone
USC Secretary of the Board

Steve MacDougall
Mayor Steve MacDougall
Town of Lexington

Terrence Green
Chief Terrence Green
Lexington Police Department

~~Witness~~

~~Witness~~

Regina Crawford
Witness

Melissa Taylor
Witness

Witness

Witness

Witness

Witness

Scott Edwards
Witness

Karen Hammer
Witness

Alison M. Craft
Witness

[Signature]
Witness

Execution by Signatures Continued on Next Page

Mayor Elise Partin
City of Cayce

Witness

Witness

Chief Byron Snellgrove
Cayce Department of Public Safety

Witness

Witness

Teresa Wilson
City of Columbia City Manager

Witness

Witness

Chief W.H. Holbrook
Columbia Police Department

Witness

Witness

STATE OF SOUTH CAROLINA)	RESOLUTION
)	Authorizing a Condemnation Action for a
COUNTY OF LEXINGTON)	Water Line Easement for Property at
)	1500 Benedict Street
CITY OF CAYCE)	

WHEREAS, the City has determined to undertake, for public purposes and in the public interest, a public works project for the water utility to add an elevated water storage tank and to replace significant portions of existing lines and add lines (together totaling approximately 261,000 linear feet) in the water distribution system infrastructure in several neighborhoods within the City limits of the City of Cayce including portions of The Avenues, Broadacres, North Frink Street and Edenwood; and

WHEREAS, as a necessary part of that public works and water utility project, it is necessary to obtain a water line easement across the property at 1500 Benedict Street (TMS 005718-10-023) in the City of Cayce in Lexington County; and

WHEREAS, the City has obtained an appraisal by Anthony R. Martin, a professional appraiser, of the market value of, and just compensation for, the portion of the property to be occupied by the easements; and

WHEREAS, the City has attempted, both before and after the appraisal, to negotiate a resolution with the record landowner, Annie Mae Massey C/O Mary Smith, including an offer to pay an additional inducement amount for the easement; and

WHEREAS, the negotiations to date for a mutually agreed and voluntary resolution have not been successful and condemnation now is necessary,

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

1. The City Attorney is authorized to initiate condemnation proceedings, pursuant to State law, including the service on the landowner and the filing in the circuit court of such documents as are needed to provide for speedy acquisition of and fair compensation for the easements necessary for this public project on the property described above.

2. The City administration is authorized to provide such assistance to the City Attorney as is appropriate and necessary, including any further negotiations with the landowner for mutually agreed compensation for voluntarily obtaining an easement and including the providing of funds for tender to the landowner and deposit with the circuit court in order to facilitate the condemnation action and the immediate possession of the portion of the property needed for the easements and the construction and placement of the water line.

ADOPTED this 17th day of November 2016.

Elise Partin, Mayor

ATTEST:

Mendy Corder, Municipal Clerk

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

CAYCE HOUSING AUTHORITY

August 16th, 2016

The Board of Commissioners of Columbia Housing Authority convened on Tuesday, August 16th, 2016 at 5:10 PM in the Cayce Museum..

The Chairperson called the meeting to order and upon roll call, those present and absent for the Columbia Housing Authority were as follows:

PRESENT: Jack Sightler, Chairperson
Janice Mixon, Commissioner
Silvia Sullivan, Commissioner
Gilbert Walker, Executive Director

ABSENT: Bruce Smith, Commissioner

STAFF: Donzell Mitchell, Latoya Nix, Willie Bennett, Nancy Stoudenmire

The meeting was called to order by Chairman Jack Sightler at 5:10 a.m.

Jack Sightler began the meeting with a prayer.

The minutes were presented for approval. The Chairman requested a revision to the minutes in the first paragraph which said, "the meeting was opened by Chairman Gist." The meeting was actually opened by Chairman Sightler. Ms. Stoudenmire indicated that the minutes would be revised. The Chair asked if there were any other revisions. The motion for the minutes to be approved with noted change was made by Ms. Sullivan and seconded by Mrs. Mixon.

Mr. Sightler thanked Mr. Walker for the invitation to the CHA barbecue on July 2nd. He and Ms. Sullivan enjoyed the food and company.

Mr. Walker introduced Latoya Nix to the Commissioners. She is the acting Manager for AMP 3 which includes the Cayce Housing Authority and her office is at Latimer Manor. Mr. Walker explained that Mr. Arthur Robertson was moved to the Capital Improvements Department.

Ms. Nix presented the Cayce Status Report by type. She indicated that the dates were actually June 2016 to August 12, 2016. (Not April through June, 2016). No tenant accounts were sent to the magistrate. There were no emergency work orders. Of the 14 work orders indicated for August, 5 were already completed and 9 were remaining.

Officer Willie Bennett presented the security report; there were 12 reports which were unusually high. Several were multiple incidents at the same department.

At Byron Street, the client drove to the Richland County Jail facility and the nephew drove off with the resident's truck. The nephew took the truck to Atlanta. Both reports of

breach of trust are the same incident. Family offence and child custody case are also at the same address; the arguments were because they were deciding where 15 year old daughter should live. Vandalism incident at 1429 Poplar Street; babysitter saw rock thrown at window and called police. Suspicious activity incident was the result of someone coming home and the window screen was bent; police did not determine it was a break-in and reported it as suspicious activity. There was a disturbance and public altercation at 2020 Spencer Place. Two people who reside in the unit; they were also using profanity and were arrested. They are being scheduled for eviction for disturbing the peacefulness of the neighborhood. The final trespass charge involved a resident's son who has caused trouble in the past. He was washing his car next to the police substation and police asked him to leave. He refused and was charged.

There was discussion on the number of reports and the delay of up to two months in order to receive the reports. Mr. Walker agreed that the Authority needed to receive the reports and respond on a timely basis. Staff will contact the police to improve the timeliness of the reports. The Cayce police staff person has changed who was giving CHA reports so this could be part of the reason for delay. Officer Bennett will address this issue.

Mr. Sightler informed Mr. Walker that if he needs some kind of endorsement from board in terms of City Management, the Board was available to do that.

Mr. Walker then presented information on the VASH (Veterans Affairs Supportive Housing) PBV (Project Based Voucher) Program. HUD has issued a NOFA (Notice of Funding Availability for the Program); \$12 million for 2,000 units. The program is used to create affordable housing units for veterans. The CHA has been looking for years into developing the lower Spencer Place Property and has had the design to build three duplexes which equals 6 one bedroom apartments. Under this program, the rents are guaranteed by HUD for 10 years. Mr. Walker went over the time line with the board. Applications are due on September 9, 2016. HUD has indicated they will be informing authorities 30 days after the NOFA application deadline. The program is an enticement for developers to create affordable housing. Mr. Walker indicated that all of our congressional delegation was supportive of this endeavor. The local VA Hospital was also supportive of the location and the Authority applying. They would have the responsibility of referring clients.

Mrs. Mixon was concerned about the VA funding the project. She had had experiences before where the VA did not follow through. Mr. Walker assured her that this was contracted funding from HUD and both HUD and the VA were guaranteeing the money. Construction is required to completed within two years.

A motion was made by Mrs. Mixon for the Cayce Housing Authority to proceed with making an application for HUD to expand Spencer Place by building six (6) more units for the HUD VASH Program. The motion was seconded by Ms. Sullivan. The vote was unanimous. Mr. Walker promised to update the Board on this project at the next meeting.

The Authority may also apply to Lexington County Community Development Department for additional funding under the Community Development Block Grant (CDBG)

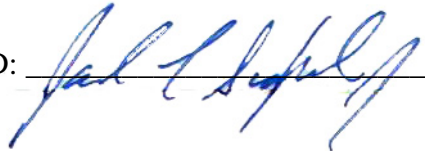
Program. The Authority has just been informed that new funding is available. Nancy Stoudenmire will attend the September 14th announcement and training.

Mr. Sightler said that the recent Cayce newsletter indicated there were 35 abandoned units within the city limits. The properties were being cleared by the City with no cost to the City or property owners. Staff agreed to obtain a copy of the newsletter to see if there were any opportunities for the Authority to expand their housing inventory.

Mr. Walker gave an update on the Smoke Free Public Housing Policy. The policy went into effect on July 1 for the entire Cayce Authority. Mr. Walker said that one complaint had been received from a City of Cayce Councilperson regarding the posted signs. The Authority has addressed the issue by removing two of the signs at Lee and Lucas Streets. Management has also received two inquiries regarding where smoking was allowed. HUD says that there should be no smoking within 25 feet of any housing unit.

There being no further business, a motion was made by Mrs. Mixon and seconded by Mrs. Sullivan that the meeting be adjourned. The meeting ended at 6:00 p.m.


Secretary

APPROVED: 

Cayce Historical Museum Complex Commission Meeting – October 5, 2016

Members present: Archie Moore, Ann Diamond Marion Hutson, Judy Corbitt, AG Dantzler, and Alice Brooks

Absent: Mary Sharpe, Cyndy Peake, Dale Gaskins (excused)

Executive Director: Leo Redmond

- Commission Chairman Archie Moore called the meeting to order.
- Commissioner Dantzler offered the invocation.

Commissioners Hutson and Dantzler moved and seconded, respectively, that minutes of the September, 2016 meeting be approved as submitted. Motion carried

Director's Report:

- The open Museum position needs to be filled, but Redmond urged caution to find an employee who will possibly want to be mentored into eventual leadership of the Museum Complex. Redmond is working on a revised position description that will be submitted to City of Cayce leadership and then officially announced.
- The visit to Cayce Cemetery at the Locks, originally scheduled for June 4th (as requested by City Council in concert with Quarry officials), had to be cancelled. Another date has still not been scheduled as of this writing.
- Museum leadership and friends participated in the City's annual Blue Grass Festival. Well received.
- Christmas Traditions/25th Anniversary:
 - Commissioners approved unanimously (at May's meeting) that these events be combined. The date is Saturday, December 3, and will be an expanded event from what we normally produce and will be publicized well in advance. Commissioner Hutson has already lined up much of the entertainment (a list was given to all Commissioners) and more will possibly be included, considering that this is also a celebration of the Museum's first 25 years.
Commissioners are also directed to:
 - Continue gathering photographic and other items which could be mounted on display panels, depicting the Museum's work over the past quarter century, for the public and invited guests to enjoy. Historical artifacts will also be researched to be loaned, if necessary,

for the occasion (personal family items of significance, etc.)
Commissioners had already approved large panel displays which might include some of these items as well as photographs and involving key volunteers and supporters over the years.

- Continue submitting articles, anecdotes, letters, etc. for a possible book.
 - Community groups have been approached to decorate rooms/areas. **The “community decorating/ pizza party is set for Wednesday, November 16 at 5:00 or thereabouts.** *(Note: Former Commissioner Lynn Summers, still very supportive of the Museum, will continue her volunteer efforts for Christmas Traditions, including recruiting students for the multiple trees setup.)*
 - Commissioner Hutson has secured the entertainment.
 - Plan refreshments to include large anniversary cake(s), punch/commemorative water bottles with Museum logo, hors d'oeuvres supplemented by Commissioners, etc.
 - Compile a list of special invitees: e.g., original Commissioners still in the area, City officials during the period, outstanding volunteers during the period (who will also be honored with commemorative coins and/or other awards of appreciation). The event will also be announced in the media and the public invited to attend.
- Additional commemorative event proposed: A Cayce Museum day at the Railroad Museum in Winnsboro, date to be determined, but following Christmas Traditions. *This was not discussed due to integral members not present.* Volunteers, groups using the Museum for their meetings, etc. and all their families will be invited to attend. Redmond will provide more details at the next meeting in order for Commissioners to agree to proceed.
 - Fire Truck Restoration: Commissioner Gaskins has contacted the Department of Corrections to submit a bid for this project , but Leo has not received it.

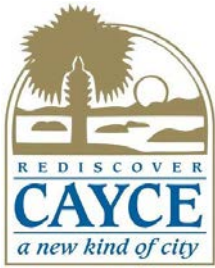
With no further business to discuss, Commissioners Hutson and Gaskins moved for adjournment. The next meeting will be Wednesday, November 2, 2016, 4:00 pm.

Respectfully submitted,

Alice Brooks

Secretary, Board of Commissioners

CC: Museum Commission Chair Archie Moore and Museum Complex Commissioners
Leo Redmond, Museum Complex Director



**PLANNING COMMISSION
CAYCE CITY HALL
1800 12TH STREET, CAYCE
SC Monday, October 17, 2016
6:30 PM**

i. CALL TO ORDER

The meeting was called to order by Ed Fuson. Members present were Butch Broehm, Larry Mitchell, John Raley, Robert Power, Chris Kueny, and Chris Jordan. Staff present were Shaun Greenwood and Monique Ocean.

ii. APPROVAL OF MINUTES

A motion was made by Mr. Broehm to approve the minutes from the July 18, 2016, meeting. Mr. Raley seconded the motion. All were in favor.

iii. STATEMENT OF NOTIFICATION

Mr. Fuson inquired if the Public and Media were duly notified of the public hearing. Ms. Ocean confirmed that everyone was notified.

iv. PUBLIC HEARING – Map Amendment No. 006-16

A request by the owner for a zoning change from Office and Institutional (C-1) to Central Commercial (C-3). The property is located at 1213 State Street (TMS 004652-04-002).

a. Opening Statement

Mr. Greenwood began by stating the applicant is requesting to re-zone the property from C-1 to C-3. He stated the applicant has the potential to subdivide the property to add additional office buildings and the C-1 zoning district is more restrictive than C-3 in the range of allowable uses. Mr. Greenwood stated the C-3 zoning designation is more in line with existing zoning along the State Street corridor and Staff does not see any problems with changing the zoning to C-3. Mr. Greenwood stated the rezoning request is in compliance with the future land use plan.

Michael Hughes came before the Commission, as the applicant, to discuss his wishes to rezone the property to C-3. Mr. Hughes stated he is looking to rezone the property because the business venture he has planned is not allowed in the current zoning district. Mr. Hughes stated he would like to build another structure on the property and he will be in line with City guidelines and requirements.

After inquiry from the Planning Commission, Mr. Greenwood clarified the location of the existing zoning along State Street. Mr. Greenwood explained that Staff was not able to find any information on why the property was zoned C-1. He stated the zoning may have been applied because of the use of the property as a union hall.

b. Public Testimony

Ms. Lynn Reinke, of 1212 Honeysuckle Street, came before the Commission to speak against the rezoning request. Ms. Reinke stated her home is located behind 1213 State Street, she is concerned about the potential decrease in value of her property, and because C-3 allows a development to be built up to the lot line. Ms. Reinke stated that developments built up to the lot line may have a negative impact on the storm water flow and she is concerned with how land changes and structural changes may affect the value or conditions of her property. Ms. Reinke stated she would like to petition that the rezoning is tabled until the applicant can state exactly what his plans are. Ms. Reinke stated she was troubled with potential traffic flow and the uses allowed in C-3, as well.

Mr. Greenwood stated the public may have a misunderstanding of the zoning requirements for a commercial development that abuts a residential use. Mr. Greenwood stated that, even though the C-3 zoning district permits structures to be built up to the lot line, buffer yards are required to be installed to separate different uses. Mr. Greenwood went on to explain how mandatory buffering is used to separate and lessen adverse impact between different uses.

In reference to Ms. Reinke's petition for the request to be tabled until specific plans are presented, Mr. Hughes stated he can't move forward with specific plans until the rezoning issue is decided. Mr. Hughes stated he plans to construct a building for his real estate business and he does not know what will become of the additional subdivided lots at this time. Mr. Greenwood explained that the Commission's decision to approve or deny the recommendation for rezoning cannot be based on Mr. Hughes' plan for the specific use of the property but on land use and the categories.

Ms. Ocean read an email opposing the rezoning request from Mr. Bernie Clegg of 1308 Honeysuckle Street. Ms. Ocean indicated, from the email, Mr. Clegg was also concerned about the zero lot line setbacks. Mr. Greenwood stated the stormwater plan for a new development would need to be reviewed by Lexington County Public Works and he believes the stormwater requirements are more stringent than in the past.

c. Adjourn Hearing

The hearing was adjourned by Mr. Fuson.

v. MOTION – Map Amendment No. 006-16

Mr. Raley made a motion to approve the recommendation to Council for rezoning from C-1 to C-3. Mr. Broehm seconded the motion. All were in favor. The vote passed unanimously.

vi. OTHER BUSINESS

Mr. Greenwood stated that a special meeting will be held on November 14, 2016, to hear a rezoning request and that may cancel the regular scheduled meeting on November 21, 2016. Mr. Greenwood responded to an inquiry from Mr. Raley by stating that Staff is looking into the junkyard on Frink Street and an ordinance for overgrown shrubbery is difficult to enforce. Mr. Greenwood suggested the Planning Commission mention the ordinance for overgrown shrubbery to City Council. Mr. Greenwood stated Staff would be glad to draft an ordinance, if instructed by Council.

vii. ADJOURNMENT

Mr. Kueny made a motion to adjourn. Mr. Jordan seconded the motion. All were in favor.

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

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

COUNCIL ACTION REQUIRED

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

There is currently one open position on the Beautification Foundation. The City has received a potential member application from Mr. Harry Ott. His application is attached for Council's review.

CAYCE HOUSING AUTHORITY – ONE (1) POSITION

Mr. Bruce Smith's term has expired on the Cayce Housing Authority. He has served on the Authority since 2010 and consistently attends all meetings. Mr. Smith would like to serve again and the Authority recommends him for reappointment. His reappointment application is attached for Council's review.

MUSEUM COMMISSION – TWO (2) POSITIONS

Ms. Ann Diamond's term has expired on the Museum Commission and she would like to serve again. Ms. Diamond has served on the Commission since 1987 (29 years) and the Commission recommends her for reappointment. Her reappointment application is attached for Council's review.

Ms. Cindy Peake's term has expired on the Museum Commission and she would like to serve again. She has served on the Commission since 2008, consistently attends meetings and the Commission recommends her for reappointment. Her 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

Two positions must be filled by someone from the motel industry in Cayce. One position must be filled by someone from the restaurant industry in Cayce.

BEAUTIFICATION BOARD – THREE (3) POSITIONS

The Board has no recommendations at this time.

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

There is currently one open position on the Beautification Foundation.

CAYCE HOUSING AUTHORITY – ONE (1) POSITION

There is currently one open position on the Cayce Housing Authority.

CAYCE MUNICIPAL ELECTION COMMISSION – TWO (2) POSITIONS

There are currently two open positions on the Municipal Election Commission.

CONSOLIDATED BOARD OF APPEALS – TWO (2) POSITIONS

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 – TWO (2) POSITIONS

There is currently two open positions on the Events Committee. The Committee has no recommendations at this time.

PUBLIC SAFETY FOUNDATION – THREE (3) POSITIONS

The Foundation has no recommendations at this time.



CITY OF CAYCE BEAUTIFICATION FOUNDATION APPOINTMENT APPLICATION

Name: Harry L. Ott, Jr.
Home Address: [redacted] Off Farm Trail City, State, Zip St. Matthews, SC 29135
Telephone: [redacted] E-Mail Address [redacted]
Cell Phone: [redacted]
Resident of Cayce: Yes No Number of Years _____
Business Located in Cayce: Yes No Number of Years 40+ years
Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? Yes No If yes, specify below:

Work Address

Company: SC Farm Bureau Position President
Address: PO Box 754 (physical: 724 Knox Abbott Dr. Cayce)
City, State, Zip Columbia SC 29202 Telephone: [redacted]
Fax: 803-936-4431 E-Mail [redacted]
Work Experience: School teacher 1974-1979; Farmer (self-employed) 1979
to City of Cayce, SC House of Representatives 1988-2012; State Director, USDA Farm Service
Educational Background: BS, Clemson University Agency 2013-2015

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

member of multiple community involvement organizations

Volunteer Work: many through the years

Hobbies: hunting, fishing, golf

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



Harry L. Ott, Jr.

PRESIDENT
SC Farm Bureau Federation

Harry L. Ott, Jr., a row crop farmer from Calhoun County, was elected the sixth President of the SC Farm Bureau Federation on December 5, 2015. He and his brother Mark produce cotton, corn, and peanuts on a family farm near St. Matthews.

Over the years, he's been very active in agricultural organizations, including Farm Bureau. He is a former President of the Calhoun County Farm Bureau and a former member of the South Carolina Farm Bureau State Board of Directors from Calhoun County.

His involvement in Calhoun County goes beyond the farm through his service as Chair of the Calhoun County School District Board of Trustees and as a member of the Calhoun County Development Commission.

A 1974 graduate of Clemson University with a Bachelor of Science degree, Ott also served in the SC House of Representatives from 1998 to 2013, representing District 93 which covers parts of Calhoun, Lexington, and Orangeburg Counties. While in the House he was Minority Leader, a member of the House Ways and Means Committee, and a member of the Public Utilities Review Committee.

Ott resigned his seat in the SC House when appointed as State Director for the USDA Farm Service Agency by the Obama administration; he continued in that position from December of 2013 through November 2015.

His community involvement includes Administrative Council and Sunday School Teacher at Andrew Chapel United Methodist Church in Swansea, SC. He is a member of Ducks Unlimited, the Freemasons, a former Little League Baseball coach, member of the Orangeburg Arts Council, and former board member of the Orangeburg-Calhoun Regional Hospital Foundation.

He and his wife Linda, live in St. Matthews, SC near the family farm. They have two grown sons, Kevin and Russell, and three grandchildren.





CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: BRUCE R SMITH

Home Address: [REDACTED] TAMMWOOD CIR City, State, Zip CAYCE SC 29033

Telephone: _____ E-Mail Address _____

Resident of Cayce: Yes { No Number of Years 27

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

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

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

Work Address

Company: JK Smith Inc Position CPE

Address: [REDACTED] TAMMWOOD CIR

City, State, Zip CAYCE SC 29033 Telephone: [REDACTED]

Fax: _____ E-Mail [REDACTED]

Work Experience: Real Estate Investor and Residential Contractor

Educational Background: August High School

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

Rotary, Home Builders Association, Leadership Lexington County

Volunteer Work: Christ Central

Hobbies: Fishing

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
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: ANN F. DIAMOND

Home Address: [REDACTED] LAFAYETTE City, State, Zip CAYCE, SC 29033

Telephone: [REDACTED] E-Mail Address —

Resident of Cayce: Yes { No Number of Years 65

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

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

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

Work Address

Company: RETIRED Position _____

Address: _____

City, State, Zip _____ Telephone: _____

Fax: _____ E-Mail _____

Work Experience: ~~FEF~~ AT&T ACCOUNTING, PLANT, Spec. SERVICES

Educational Background: 2 YRS COLLEGE

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

WOMEN CLUB OF CAYCE, CIRCLE

Volunteer Work: CHURCH

Hobbies: READING, TRAVELING, HISTORY

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
morder@cityofcayce-sc.gov



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: Cindy Peake

Home Address: [redacted] K Avenue City, State, Zip _____

Telephone: [redacted] E-Mail Address [redacted]

Resident of Cayce: Yes No Number of Years 58

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

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

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

Work Address

Company: _____ Position _____

Address: _____

City, State, Zip _____ Telephone: _____

Fax: _____ E-Mail _____

Work Experience: teacher - Oak Grove Elementary School
housewife

Educational Background: Masters of Education - USC

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

Trinity Baptist Church

Volunteer Work: started a group of divorced women & have turned it into a ministry to help others going through it.

Hobbies: gardening, decorating, hiking, traveling, spending time w/ family & friends

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