



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
Tuesday, December 6, 2016
6:00 p.m. – Cayce City Hall – 1800 12th Street
www.cityofcayce-sc.gov**

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Oath of Office Administered by Judge Keabii Henderson
Council Member District 1 and Council Member District 3
- C. Election of Mayor Pro-Tem
- D. Approval of Minutes
November 17, 2016 Special Meeting

II. Public Comment Regarding Items on the Agenda

III. Presentations

- A. Presentation of City's Holiday Card Contest Winner
- B. Presentation by Mr. Danny Creamer re the Congaree Bluegrass Festival
- C. Approval of 2017 Council Meeting Dates

IV. Ordinances and Resolution

- A. 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 – Second Reading
- B. Discussion and Approval of Ordinance 2016-20 Approving the Financing of Water System Improvements Through the Borrowing of Not Exceeding Twenty Six Million Dollars (\$26,000,000), 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 -

Second Reading

- C. Discussion and Approval of Ordinance 2016-21 Authorizing and Approving Implementation, Administration and Enforcement of Lexington County's 2016 Stormwater Management Ordinance and Lexington County's 2016 Land Development Manual within the Corporate Limits of the City – First Reading
- D. Discussion and Approval of Resolution Approving Assistance and Support Agreement with City of West Columbia and West Columbia Police Department

V. Other

- A. Discussion and Approval of Bid Award for Platt Springs Road Sewer Force Main Replacement Project

VI. City Manager's Report

VII. Committee Matters

- A. Approval to enter the following approved Committee Minutes into the City's Record
Events Committee – October 20, 2016
- B. Appointments and Reappointments
Beautification Foundation - One (1) Position

VIII. Council Comments

IX. Executive Session

- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangements 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 between the City of Cayce and Lexington School District Two

X. Reconvene

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

XII. 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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ELECTED OFFICIALS OATH OF OFFICE

SC CONSTITUTION

I do solemnly swear that I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been elected, and that I will, to the best of my ability, discharge the duties thereof, and preserve, protect, and defend the Constitution of this State and of the United States. So help me God.

SC CODE OF LAWS

As Council Member of the municipality of Cayce, I will equally, fairly, and impartially, to the best of my ability and skill, exercise the trust reposed in me, and I will use my best endeavors to preserve the peace and carry into effect according to law the purposes for which I have been elected. So help me God.

Signature

Date

Oath Administered By: _____



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CITY OF CAYCE Regular Council Meeting November 17, 2016

The November Special Council Meeting was held this evening at 5:00 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 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 Almond 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 and the November 1, 2016 Regular Council Meeting minutes as written. Council Member Corley seconded the motion.

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 IV. A. Her comments are attached.

Mr. Hank Nickerson appeared before Council to discuss Item IV. B. He stated that he had thought about the requested rezoning since the Planning Commission meeting and no longer had any issues with it.

Mr. Tem Miles appeared before Council to discuss Item IV. A. He stated that he was speaking on behalf of Mr. Mike Hughes. Mr. Hughes requested rezoning property located at 1213 State Street from C-1 to C-3. Mr. Miles stated that the Planning Commission voted unanimously to approve the rezoning. He stated that the C-3 zoning is intended to facilitate wall to wall development along the State Street and Knox Abbott Drive corridors. He stated that the only properties not zoned C-3 on State Street are 1213 State Street and its neighboring properties.

Mr. Miles stated that there was not a rational reason to treat 1213 State Street differently than the other properties zoned C-3 on State Street. He stated that the C-3 zoning was in line with Council's and staff's long term plans for State Street. He stated that the other owners of the neighboring properties did not attend the Planning Commission to voice any objections they might have nor did they attend the Council Meetings to voice any concerns.

Mr. Miles stated that the C-3 zoning designation is only applicable for the Knox Abbott Drive and State Street areas. C-3 zoning is for a central commercial area. He stated that Council and staff recognizes that these areas are the center of the City and will one day be the downtown Main Street area of the City. C-3 zoning is for a more densely populated commercial environment which is what Mr. Hughes is trying to achieve with his rezoning request.

Mr. Miles asked on Mr. Hughes behalf that Council uphold the Planning Commission's unanimous decision to approve the rezoning request. Mr. Miles stated that as a representative of the City of West Columbia he was requesting that Council uphold the Planning Commission's vote. He stated that the City of West Columbia has made a lot of efforts to improve the State Street corridor which is a shared corridor between both Cities. He stated that West Columbia has worked to give State Street a business and pedestrian friendly feel.

Ms. Margie Johnson appeared before Council to discuss Item IV. B. She stated that she was with the Columbia Wilbert Vault Company and was requesting that Council approve the Planning Commission's unanimous decision to rezone 1741 Airport Blvd from RS-2 to M-1. She stated that she did not understand how the property was currently zoned residential since Wilbert Vault had been manufacturing there since 1940. She stated that her Grandparent's house was originally on the property and thought that might be why it was mistakenly zoned residential.

Proclamation

A. Approval of Proclamation – Arbor Day

Council Member Jenkins made a motion to approve the Proclamation proclaiming December 2, 2016 Arbor Day in the City of Cayce. Council Member Corley seconded the motion which was unanimously approved by roll call vote. Mayor Partin stated that the City was planting a new tree in Granby Gardens Park to commemorate the date.

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 – Second Reading

Council Member Almond made a motion to approve 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). Council Member Corley seconded the motion.

Council Member Almond stated that she appreciated that Ms. Reinke and Mr. Hughes were able to come together to discuss the issue. She stated that after their meeting Ms. Reinke still feels that the C-3 zoning will adversely affect her property. Mr. Hughes still feels that sufficient buffers exist to protect Mr. Reinke's property and anything that he proposes for the site will be for the betterment of State Street and help in establishing a Main Street feel.

Council Member Almond stated that these issues are never easy for Council. She stated that ultimately one side is going to feel slighted. She stated that no one on Council takes these matters lightly. She stated that Council does their homework and researches the matter. She stated that Council takes staff's recommendations and put faith in the Planning Commission. Council Member Almond stated that Council only wants what is best for the City and their decisions are never personal.

Ms. Vance stated that Ms. Moore who lives at 403 Deliesseline contacted City staff that day and expressed concern about 1213 State Street being rezoned C-3. She was concerned that she would not be able to get off work in time to sign up for Public Comment and asked Ms. Vance to express her concerns about the wider variety of uses for C-3 zoning to Council and that she was asking Council to deny the request for rezoning.

Mayor Partin asked Mr. Greenwood to clarify the zoning issues for the neighboring properties. Mr. Greenwood stated that in 2011 when he first started working for the City he and staff found a lot of discrepancies on the City's zoning map. He stated that Ms. Monique Ocean recently found a zoning map that pre-dates most of the maps that staff has and the map shows several of the properties on Honeysuckle Street as residential. He stated that staff does not have any record of a rezoning so staff has to assume that when State Street was being rezoned those properties were erroneously added in as residential. He stated that the oldest map lists the property as residential and staff has no record of a rezoning request to change the properties to commercial, therefore staff will administratively fix the map to change the properties to residential zoning. He stated that Ms. Ocean found the map that day.

Mayor Partin stated that one of the concerns with the rezoning was that three buildings could be put on the property but she stated that technically that could be done now with its current zoning. Mr. Greenwood confirmed that technically that was true. He stated that a C-1 district total lot area required is only 6,000 square feet and the lot only has to be fifty feet wide. He stated that means the lot has to be fifty feet wide at the road frontage. Therefore Mr. Hughes could sub-divide the property into three separate parcels with its current zoning and place three buildings on it.

Ms. Corder called the question and the motion was unanimously approved by roll call vote.

- 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

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. They voiced concerns regarding current traffic from trucks belonging to the Wilbert Vault Company being dangerous to the neighborhood, the present condition of Rosemary Street between Airport Boulevard and Fairlawn Circle being terrible due to the large trucks, and the possibility of additional traffic, if the property was granted the rezoning, being a problem. The Planning Commission unanimously recommends City Council approve the requested rezoning.

Council Member Almond made a motion to refer the rezoning request back to the Planning Commission for further consideration. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Council Member Almond stated that the residents that neighbor 1741 Airport Blvd expressed concerns to the Planning Commission about the possible increase to traffic in the area if the property is rezoned. She stated that further study is needed to determine the traffic impact and to clarify the issue before Council votes on first reading of the rezoning. Mayor Partin stated that Council Member Almond's motion did not have anything to do with the long standing great business that is on the property. She stated that when a property is rezoned one has to consider the future use of the property and what impact trucks can have on a residential area.

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

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

Ms. Vance stated that 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 District. 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. Ms. Vance stated that once the property is rezoned the DAD (Development Agreement District) will have to be amended which will require two readings from Council.

- 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 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 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

Ms. Vance asked Council to amend the agenda item to change the amount to be borrowed from twenty five million to twenty six million. She stated that staff has received the bids for this project and the bids exceed the original estimates. She stated that the City may have to borrow additional money to fund the project.

Council Member Almond made a motion to amend the agenda item amount to twenty six million and approve the Ordinance on first reading. Council Member Corley seconded the motion. Council Member Jenkins asked how difficult it would be to request additional funding once the project begins and staff realizes more money is needed. Ms. Vance stated that the funding agency directed staff to request twenty six million dollars and is not able to go any higher. She stated that the original cost of the project was \$23.5 million so staff hopes that twenty six millions dollars will fund the entire project.

Council Member Carter asked if twenty six million dollars would be enough funding if the cost overrun. Ms. Vance stated that staff will have to make the project work with that amount so the contracts with the various contractors may have to be altered with options for reducing costs if there are overruns.

- E. Discussion and Approval of Resolution Approving Multijurisdictional Alcohol Enforcement Agreement

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

F. Discussion and Approval of Resolution Authorizing a Condemnation Action For a Water Line Easement for Property Located at 1500 Benedict Street

Ms. Vance stated that Council approved the condemnations at the November 1, 2016 Council Meeting and this easement had the incorrect address. It was originally listed as 1499 Benedict Street therefore the resolution has to be corrected.

Council Member Carter made a motion to approve the corrected resolution. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Vance stated that the installation of street lights is complete on 12th Street from Godley Street to Frink Street. She stated that staff and Council will need to discuss lighting options for the area from Frink Street to 12th Street since it is more residential. She stated that Lexington County is working on a lighting agreement with SCANA for installing lights at the Interstate 77 over pass to County Industrial Park.

Ms. Vance stated that staff received an email from the Lexington County CDBG department stating that the City is eligible to submit a mid-year application for a project for the Cayce Grammar School site. She stated that staff has been working with the County for four years to make the Grammar School project an eligible project. She commended Ms. Rachelle Moody for submitting a grant application that fit into the County's criteria.

Ms. Vance stated that Hospitality Tax Fund applications are due November 18, 2016 and will come before Council at the January Council Meeting. She stated that the Riverland Drive DOT sidewalk project has started and DOT is in the process of staking where the sidewalk will be installed. She stated that staff has already received a call from a resident who planted shrubbery in the DOT right-of-way and is displeased that it will have to be removed for the project.

Ms. Vance stated that the City's Christmas in Cayce events start in December. The Tree Lighting ceremony is December 1 at City Hall. The Carols Along the Riverwalk is December 2, the Museum Christmas Traditions events are December 3 and the Holiday Parade of Lights is December 10.

Committee Matters

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

Official Record

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

Cayce Housing Authority – August 16, 2016
Museum Commission – October 5, 2016
Planning Commission – October 17, 2016

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

B. Appointments and Reappointments

Mayor Partin stated that there is currently one open position on the Beautification Foundation. The City has received a potential member application from Mr. Harry Ott. Council Member Almond made a motion to appoint Mr. Ott to the Beautification Foundation. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that 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. Council Member Jenkins made a motion to reappoint Mr. Smith to the Cayce Housing Authority. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that 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. Council Member Almond made a motion to reappoint Ms. Diamond to the Museum Commission. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that 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. Council Member Carter made a motion to reappoint Ms. Peake to the Museum Commission. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Council Member Corley stated that every committee member being reappointed has lived in the City of Cayce for at least forty years. She stated that she thought it was amazing how supportive the City's residents are. Mayor Partin stated that having such a stable population is one of the many things that makes the City such a great place to live. She stated that 60% of the City's residents have lived in the City for twenty or more years. She stated that all the hard work Council has done in improving the City's parks, putting Little Free Libraries throughout the City and working with the School District to help them realize their goals will help keep the next generation in the City.

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

There were no Council Comments.

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

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

Item VIII. F.

Council Member Carter made a motion to authorize the City Manager to approve a contract for the sale and purchase of real estate and authorize the City Manager to sign the contract on behalf of the City of Cayce. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Adjourn

There being no further business, Council Member Corley made a motion to adjourn the meeting. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 6:32 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

Good Afternoon Council,

I appreciate the opportunity to speak before you all again reference the rezoning of the commercial property located at 1213 State Street commercial which adjoins my residential property located on 1212 Honeysuckle Street.

I also want to thank Mrs. Almond for her recommendation to have Mr. Hughes and I meet along with Mr. Greenwood and Ms. Ocean reference the zoning request.

I am still opposed to Mr. Hughes request to rezone from C-1 to C-3.

I am a visual person and for see a negative impact not only to my property but to the other adjoining properties. The properties located at 1201 State Street and 415/417 Indigo Avenue will be severely impacted by the side yard setback.

I remain concerned about the water drainage due to the pre-existing poor water drainage in this neighborhood, the increased number of allowable structures that could be built on this property and the possibility of decreasing my residential property value.

Mr. Greenwood used the term "conformity" based on all current zonings listed on the City of Cayce's zoning map for the commercial properties listed on State Street.

The City of Cayce's zoning map does not reflect the true state of the property as to its development (see attached). There are several homes listed as commercial C-3 on Honeysuckle Street according to Cayce Zoning Map. But according to Lexington County Assessor's Office the properties are listed as residential and being taxed at a residential rate.

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 to relocate his Real Estate and Property Management Business without having to change the zoning. If in the future, Mr. Hughes desires to open a business listed under C-3 zoning, I ask then he come back to the Zoning Board at that time.

One last comment.. Is the City's plan is to develop State Street into an Art District for local artist?

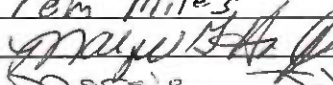
Thank you for your time!

Lynn Reinke

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 17, 2016

Name	Address	Agenda Item
Lynn Reinke	1212 Honeysuckle St.	IV. A
HANKS DICKERSON	2035 FAIRLAWN CIR	IV. B.
Tom Miles	1005 D Ave W/ela	IV. A.
	1741 Dupont Blvd	
Maggie Schouson		IV. B.

***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

2017 Council Meeting Dates

The City of Cayce Council meets the first Tuesday each month at 6:00 p.m. Date and/or time may change due to conflicts in schedules. Citizens may meet with the Mayor at 5:00 p.m. prior to each meeting.

Special Council Meetings are tentatively scheduled for the third Wednesday of each month at 5:00 p.m. In February, March, July and November 2017 the Special Council Meeting will be held the fourth Wednesday of the month.

January 3, 2017

February 7, 2017

March 7, 2017

April 4, 2017

May 2, 2017

June 6, 2017

July 11, 2017*

August 1, 2017

September 5, 2017

October 3, 2017

November 7, 2017

December 5, 2017

*The July Council Meeting was rescheduled due to the first Tuesday being a City Holiday. Other meetings may be called on an as needed basis. Meetings are held in Council Chambers located at 1800 12th Street, Cayce, SC unless otherwise noted. All meetings are open to the public.

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: Second 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 Second 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 Second 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, CMC, 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: 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;

BROWLARD CAYCE HIGH SCHOOL NEW ARENA

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 B/L 75 + LOTS 4, 15, 16 + PT LOTS 5 B/L 75, A26
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: _____

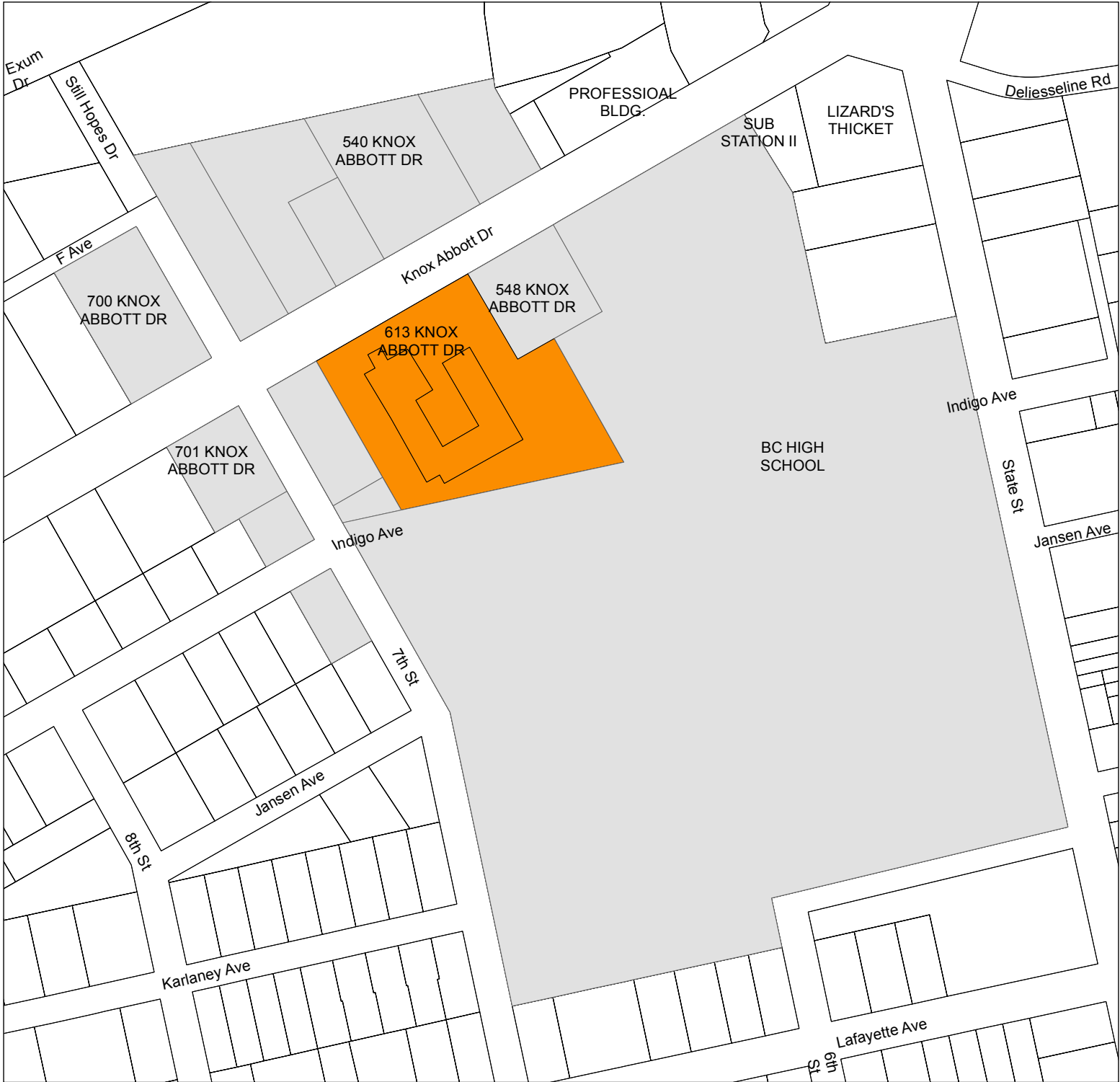
Notice to applicant sent on _____ advising of Councils action. If approved a statement to the effect that our zoning maps and records now reflect the new zoning of the property. If disapproved, the reasons for disapproval, a statement that any other request for rezoning on the same piece of property 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-SIX MILLION DOLLARS (\$26,000,000), 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

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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-Six (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-Six Million Dollars (\$26,000,000), 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 \$26,000,000 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

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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

1. 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>.

Memorandum

To: Mayor and Council

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

Date: November 30, 2016

Subject: First Reading of an Ordinance to adopt the Lexington County Stormwater Ordinance and pertinent chapters of the Land Development Manual.

ISSUE

First Reading of an Ordinance to adopt the Lexington County Stormwater Ordinance and pertinent chapters of the Land Development Manual.

BACKGROUND/DISCUSSION

Staff is requesting adoption of the Lexington County Stormwater Ordinance (SWO) and Land Development Manual (LDM). The City has entered into an intergovernmental agreement, signed June 4, 2014, with the County for implementation of a Stormwater Management Plan in support of the NPDES permit for small municipal separate storm sewer systems (SMS4s). The agreement allows the City to partner with the County on stormwater management issues and requires the City to adopt the County's most current SWO and LDM. The County performs the review of construction stormwater run-off and post construction stormwater management for new development and redevelopment within the City. Adoption of the SWO and LDM will ensure that stormwater components within the City remain consistent with County requirements. A summary of changes is attached.

The City currently has a Flood Damage Prevention Ordinance, so the LDM Chapter 11 Flood Damage Prevention will not be adopted.

RECOMMENDATION

Staff requests that Council adopt the Lexington County Stormwater Ordinance (SWO) and pertinent chapters of the Land Development Manual (LDM).

SUMMARY OF CHANGES

1. Stormwater Ordinance (SWO)

- The County Flood Damage Prevention Ordinance has been separated from the Stormwater Ordinance (SWO) and placed in the Land Development Manual (LDM). The City will not adopt this ordinance because we have our own flood damage prevention ordinance.
- The language for the right-of-entry onto private property has been strengthened by advising the public that Lexington County Public Works Stormwater Division (PW/SWD) may enter a property and take immediate action to stop an illicit discharge, refusal or delay to allow PW/SWD to have access to the property is a violation of the SWO, and property owners must reimburse the County for measures used to stop any illicit discharge.
- A maintenance and operation plan must be provided for privately maintained stormwater systems.
- A statement has been added to advise the public that municipalities may have more restrictive requirements than the County SWO.

2. Land Development Manual (LDM)

- A final operation and maintenance (O & M) plan showing responsible party and location of easements for the stormwater components is now required. The plan must indicate a schedule for maintenance and who will perform the maintenance. The plan must be recorded prior to final approval.
- Development review meetings are suggested to be held by the municipality to discuss what is needed for a new project. The PW/SWD is willing to attend these meetings.
- An Individual Notice of Intent (INOI) is required when a secondary developers becomes a part of a larger common plan. The INOI is required to ensure the stormwater plans are not changed with a change of ownership.
- Roads and stormwater management systems that are to be dedicated to Lexington County for public maintenance shall be under warranty by the developer for a period of two years. The warranty will be secured by funds in an amount determined by PW/SWD.
- The developer/permit applicant is now able to obtain a Construction Grassing Agreement by securing monies with the PW/SWD. The Agreement will allow final plat approval before a property is stabilized.
- The permit holder or other authorized agent shall notify the PW/SWD staff at least 48 hours before the initiation of construction.
- Temporary buffers/construction buffers will be allowed as a part of the Construction General Permit (CGP) for land development
- The responsible owner of water quality buffers must be identified and a statement that buffer will remain in perpetuity must be included. The County does not accept maintenance of water quality buffers.
- Chapter 11 Flood Plain management will not be adopted because the City has its own flood plain ordinance

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

ORDINANCE 2016-21
Authorizing and Approving Implementation,
Administration and Enforcement
of Lexington County's 2016 Stormwater
Management Ordinance and Lexington
County's 2016 Land Development Manual
within the Corporate Limits of the City

WHEREAS, the Council has determined that it is in the interest of the City and the public, and the health, peace, safety and order of the City, to regulate previously uncontrolled or poorly controlled stormwater runoff and land disturbing activities, both of which have or may have significant adverse impacts on flooding, water quality and the environment; and

WHEREAS, the Council has determined that it is in the interest of the City and the public, and the health, peace, safety and order of the City, to provide a joint public service with Lexington County within the corporate limits of the City pursuant to an Intergovernmental Agreement and by granting permission for, authorizing, and approving implementation, administration and enforcement of Lexington County's Ordinance 16-04 ("Lexington County Stormwater Management Ordinance") and Lexington County's 2016 Land Development Manual within the corporate limits of the City of Cayce and for the benefit of the City of Cayce and its citizens; and

WHEREAS, the Council further has determined that it is in the interest of the City and the public, and the health, peace, safety and order of the City, to authorize such a joint public service with the County within the corporate limits of the City upon the proper consideration of matters of economy, efficiency, uniformity, intergovernmental cooperation, and the avoidance of double taxation for taxpayers.

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

1. The governing body of the City of Cayce hereby grants permission for, authorizes, consents and approves implementation, administration and enforcement of Lexington County's Ordinance 16-04 ("Lexington County Stormwater Management Ordinance") and Lexington County's 2016 Land Development Manual, which are hereby incorporated in this Ordinance by this reference, within the corporate limits of the City and for the benefit of the City and the public, with the exceptions stated below.

2. This permission, authorization, consent and approval specifically does not include:

(a) Implementation, administration or enforcement of Chapter Eleven of Lexington County's 2016 Land Development Manual, entitled "Flood Damage Prevention." The City fully retains its own floodplain management program.

(b) Criminal prosecutions for violations, occurring within the corporate limits of the City. Such violations, subject to the monetary jurisdictional limits imposed by the State law, are to be tried in the City's Municipal Court.

This Ordinance shall be effective from the date of second and final reading.

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

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

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

STATE OF SOUTH CAROLINA)	RESOLUTION
)	Approving Law Enforcement
COUNTY OF LEXINGTON)	Assistance and Support Agreement
)	with City of West Columbia and West
CITY OF CAYCE)	Columbia Police Department

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

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

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

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

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

ADOPTED this _____ day of December 2016.

Elise Partin, Mayor

ATTEST:

Mendy Corder, Municipal Clerk

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



City of West Columbia
Bridging Past, Present and Future

POLICE DEPARTMENT
CHIEF DENNIS K. TYNDALL

September 8, 2016

Cayce Department of Public Safety
Chief Byron Snellgrove
1800 12th Street
Cayce, SC 29033

Dear Chief Snellgrove

Enclosed is a Mutual Aid Agreement between our departments. If the agreement is satisfactory, please complete the last page on both copies, and return both completed copies as soon as possible. We will complete both copies and fax to the Governor's office and to the Department of Administration. Once we have completed, we will send a copy back to you for your files.

We look forward to working with your department in the future. If you have any questions or concerns, please don't hesitate to contact me.

With Regards,

A handwritten signature in black ink, appearing to read 'D. Tyndall', is written over a light blue circular stamp. The signature is fluid and cursive.

Dennis K. Tyndall
Chief of Police

DT/ts

Enclosures

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

LAW ENFORCEMENT
ASSISTANCE AND SUPPORT
AGREEMENT

This agreement is made and entered by and between the **West Columbia Police Department**, 200 N. 12th Street, West Columbia, SC 29169 and the **Cayce Department of Public Safety** 1800 12th Street, Cayce, SC 29033, and shall be effective on the date that the Agreement has been signed by both parties and approved by their governing body.

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., as amended on June 3, 2016, provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **WEST COLUMBIA POLICE DEPARTMENT** desires to enter into such an agreement with the **CAYCE DEPARTMENT OF PUBLIC SAFETY** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, 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. **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/her 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. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law

enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

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

3. PRIMARY RESPONSIBILITY

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

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of West Columbia**, or his/her designee, or the, **Chief of Cayce** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of West Columbia**, or his/her designee, or **Chief of Cayce**, or his/her designee. If the request is granted, the requesting law

enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, 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.

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

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

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

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. 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.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

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

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. 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.

13. BINDING SUCCESSORS IN OFFICE

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

14. NO INDEMNIFICATION OR THIRD PARTY RIGHT

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

15. TERMINATION

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

16. 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.

17. USE OF EQUIPMENT AND FACILITIES

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

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

WEST COLUMBIA POLICE DEPARTMENT

Dennis K. Tyndall, Chief

Witness

Bobby Horton, Mayor

Witness

CAYCE DEPARTMENT OF PUBLIC SAFETY

Byron Snellgrove, Chief

Witness

Rebecca Vance, City Manager

Witness

Memorandum

To: Mayor & Council

From: Rebecca Vance, City Manager
Blake Bridwell, Director of Utilities

Date: November 30, 2016

Re: Airport/Three Fountains Sewer Force Main and Redirection of Old Barnwell, CAE, and Platt Springs Road Pump Stations

Issue

Council approval is needed for the bid award for the redirection of approximately 6,975 lf of 16" sewer force main and 7,905 lf of 12" sewer force main in the Airport/Three Fountains Area.

Background/Discussion

The Platt Springs Road Sewer Pump Station force main, the CAE Sewer Pump Station force main, and the Old Barnwell Pump Station force main all pump to a single 12" gravity main near the Airport. The 12" gravity main is now operating near full capacity from years of development in the Three Fountains and Old Barnwell Road Areas. Future development is limited without this force main redirection project. The purpose of this project is to redirect these three force mains out of the 12" gravity main so that they will pump to the 30" Regional Force Main. This redirection will allow for continued development in the Three Fountains and Old Barnwell Road Areas.

Five bids were received and opened by the City on November 16, 2016 at 2:00 p.m. The bids as received are listed below:

Company	Bid Amount
Barwick Plumbing Co., LLC	\$1,092,057.25
LAD Corporation of West Columbia	\$1,218,913.50
D.S.Utilities, Inc.	\$1,419,827.50
CBG, Inc.	\$1,792,963.00

Stutts and Williams, LLC

\$1,895,890.00

The low bidder is Barwick Plumbing Co., LLC with a bid of \$1,092,057.25.

Work is expected to start upon Council approval in January 2017. A 120 day project time is anticipated.

This project is part of the City's Capital Investment Plan for the Utility Department. This project will be paid for with funds from the Utility Reserve Fund and two private developers that are developing subdivisions in this area.

Staff Recommendation:

Council approval is needed for the bid award to Barwick Plumbing Co., LLC in the amount of \$1,092,057.25.

**CITY OF CAYCE
EVENTS COMMITTEE MEETING MINUTES
Council Chambers
October 20, 2016**

Present: Dave Capps, Danny Creamer, Maxine Creamer, Robert Myers, Frankie Newman, Cindy Pedersen, Brandon Young, Susanna Young

Absent, Excused: Rachel Scurry

City Representatives Present: Mendy Corder and James Denny

Consultants: John Banks and Sheila Starkey

Chairperson Danny Creamer called the meeting to order.

The minutes of the September 8, 2016 meeting were reviewed and approved.

Congaree Bluegrass Festival (CBF)

Chairman Creamer first expressed his appreciation to the committee, volunteers, city staff, John Banks and Sheila Starky for their incredible efforts to make the CBF a success. Danny also reported that he received a letter from CBF headliner Doyle Lawson that was very complimentary of the festival and committee. Emcee Pat Ahrens also sent a very complimentary letter.

Mendy Corder reported that the zip code data showed that the CBF drew 1,200 people on Saturday. People were from 13 states and 28 SC Counties. Mendy reported that the tickets, passes and dollars collected collaborated. Approximately \$6,000 was collected in ticket sales.

It was noted that this is the first time that the committee had an absolute “official” count of attendees. The attendance number does not include participants such as the vendors, exhibitors, military groups, cloggers and families. Observations included the fact that despite the free admission, only 110 Cayce residents attended the festival.

John Banks began his observations by praising the committee for their hard work on everything from “A-Z”. However, the change of venue, \$20,000 in marketing expenses, and the extras added to give a festival atmosphere to the CBF did not draw more people than previous festivals. The CBF drew an elderly crowd but very few millennials. He suggested either going back to holding the festival at Granby Gardens Park at City Hall and/or cost cutting measures such as lowering the amount spent on bands, changing the time of the festival to include evenings when tents aren’t needed or marrying the festival with something else such as an Octoberfest, folk festival, etc.

Each committee member shared his or her observations and thoughts. These ranged from presenting more progressive bluegrass rather than traditional bluegrass and adding evening hours so tents would not be necessary. It was also suggested to add Friday night activities such as “campfire jam” for folks that wish to utilize the campground/RV area at the Speedway. It was also suggested to advertise the sale of beer and wine on Saturday; branching out to include folk singers on a separate stage; and/or an Ompah band for an Octoberfest atmosphere. Discussion then turned to future funding for subsequent festivals. Dave Capps suggested that the committee develop a comprehensive plan for City Council. Maxine Creamer suggested that the committee begin fundraising for the CBF as early as January in an effort to grow sponsorship funds.

Chairman Creamer asked committee members to come to the November meeting with festival ideas/suggestions and prospective budgets.

Committee Membership

The committee sadly learned that Theresa Mitchell’s change in work schedule forced her to resign from the committee. There are two vacancies on the committee. Cindy Pedersen suggested that the committee concentrate on finding potential members that live in areas of Cayce other than The Avenues as a way of changing Cayce residents’ perception of the committee and becoming more inclusive. Chairman Creamer disagreed with this idea and stated that all citizens are invited to join the committee in the Cayce City newsletter and website.

Christmas in Cayce, December 2016

Dave Capps asked Mendy Corder to confirm that the trolley has been reserved for the Caroling Along the Riverwalk (CAR) event. Mendy Corder told the committee that the picnic shelter at the N Avenue Park Entrance is unsafe and will not be replaced before Christmas. The committee will be serving juice and cookies in the area in front of the shelter. Ms. Corder reported that six bands/acts have been confirmed for the event. Cindy Pedersen stated that she was unable to recruit a chorus from Brookland Baptist Church but hoped to start recruiting earlier for 2017.

Rudy Mancke Nature Tour – Spring 2017

Mendy Corder reported that she spoke with Dr. Mancke who was available two weekends in the spring. The committee decided to hold the event on April 8, 2017 at Guingard Park to showcase the improvements recently completed at the park.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Cindy Pedersen

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

COUNCIL ACTION REQUIRED

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

Ms. Debra Carter's term has expired on the Beautification Foundation. She has served on the Foundation since 2010, consistently attends meetings and the Foundation 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.

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 REAPPOINTMENT APPLICATION

Name: Debra S. Carter
 Home Address: [Redacted] Moss Wood Ct City, State, Zip Cayce SC 29033
 Telephone: 803-[Redacted] E-Mail Address [Redacted]
 Cell Phone: 803-[Redacted]
 Resident of Cayce: Yes No Number of Years 53 yrs
 Business Located in Cayce: Yes No Number of 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: The Carter Ins. Group Position Owner
 Address: 947 A East Main St
 City, State, Zip Lexington SC 29072 Telephone: 803 520-5266
 Fax: 803 520-5273 E-Mail Debra@CarterInsGroup.com
 Work Experience: Ins Sales since Jan 1989

Educational Background: Graduate of Brookland Cayce High School
Attend USC

Membership Information (Professional, Neighborhood and/or Civic Organizations): Pink Pansy Philles
Mass Creek Neighborhood Assoc. Lake Murray Chamber Lexington Chamber
 Volunteer Work: Lexington Oncology, Mass Creek Neighborhood Assoc

Hobbies: Shopping, cooking, crafts

Return to:
 Mandy 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