

CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
JAMES E. JENKINS

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

CITY MANAGER
REBECCA V. RHODES

ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

**City of Cayce
Regular Council Meeting
Tuesday, September 3, 2013
6:00 p.m. – Council Chambers - 1800 12th Street
www.cityofcayce-sc.gov**

REGULAR MEETING

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
August 6, 2013 Regular Meeting
August 21, 2013 Special Meeting

II. Presentations

- A. Presentation by Public Works of HeART

III. Public Comment regarding Items on the Agenda

IV. Resolutions and Ordinances

- A. Consideration and Approval of Resolution Approving Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway
- B. Approval of an Ordinance Authorizing the Sale of Property of the City of Cayce at Ravenscroft Road in Lloydwood Subdivision – First Reading
- C. Discussion and Approval to move forward with Public Works of HeART Project

V. City Manager's Report

VI. Committee Matters

- A. Committee Minutes
Cayce Housing Authority – April 9, 2013

Beautification Board – April 9, 2013
Board of Zoning Appeals – May 20, 2013
Events Committee – July 11, 2013
Planning Commission – July 15, 2013

- B. Committee Appointments/Reappointments
Planning Commission – 1 Position

VII. 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 between the City of Cayce and Lexington Two School District
- C. Discussion of contractual matters as it relates to purchase of new software

VIII. Possible actions by Council in follow up to Executive Session

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

**CITY OF CAYCE***MAYOR*
ELISE PARTIN*MAYOR PRO-TEM*
JAMES E. JENKINS*COUNCIL MEMBERS*
TARA S. ALMOND
EVA CORLEY
TIMOTHY M. JAMES*CITY MANAGER*
REBECCA V. RHODES*ASSISTANT CITY MANAGER*
SHAUN M. GREENWOOD**CITY OF CAYCE
Regular Council Meeting
August 6, 2013**

The August Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Council Members Tara Almond, Eva Corley, Tim James, and James Jenkins, City Manager Rebecca Rhodes, Assistant City Manager Shaun Greenwood, Mendy Corder, Municipal Clerk and Garry Huddle, Municipal Treasurer. Mayor Partin asked if members of the press and the public were duly notified of the meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order. Council Member Jenkins gave the invocation. Chief Petty Officer Reid Cayce led the assembly in the Pledge of Allegiance.

Approval of Minutes

Council Member Jenkins made a motion to approve the minutes of the July 2, 2013 Regular Meeting as submitted. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Proclamations**A. Approval of Proclamation – Recognition of Mr. Reid Cayce**

Council Member James made a motion to approve a Proclamation recognizing Mr. Reid Cayce. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote. Mayor Partin read the Proclamation to the assembly and emphasized that Mr. Cayce is a descendant of William J. Cayce for whom the City of Cayce is named. Mr. Cayce served in the Navy during World War II and served in the U.S. Naval Reserve for thirty years before retiring as a Chief Quartermaster. Mr. Cayce and his family have been an integral part of the Cayce community. Mayor Partin and Council thanked him for his service to his country during World War II and his leadership and service to the City of Cayce.

Public Comment Regarding Items on the Agenda

No public comment was given.

Ordinances and Other

- A. Approval of an Ordinance Regarding Residential Sanitation Fee – Second Reading

Council Member James made a motion to approve the Ordinance regarding a residential service fee. Council Member Almond seconded the motion. The motion was unanimously approved by roll call vote.

- B. Approval of an Ordinance Amending Sec. 7-8 of the Zoning Ordinance Regarding Communication Towers and Antennas – Second Reading

Council Member Almond made a motion to approve the ordinance amending Sec. 7-8 of the Zoning Ordinance. Council Member Jenkins seconded the motion. Council Member James asked Mr. Greenwood if changing the ordinance would meet the needs for the City's businesses. Mr. Greenwood stated the amendment would help the City conform to surrounding municipalities' ordinances and industry standards. He also explained some of the language in the initial ordinance was outdated. After discussion, the ordinance was unanimously approved by roll call vote.

- C. Approval of an Ordinance Amending Article 2 and Article 8 of the Zoning Ordinance in Relation to Wall Signage – First Reading

Ms. Rhodes explained that the ordinance amending Article 2 and Article 8 came from staff listening to local businesses and trying to amend the City's ordinances to be more business friendly and bring the City up to date with what other cities are doing.

Mr. Greenwood stated that over the past few months, the Board of Zoning Appeals heard multiple variance requests related to the number and size of wall signs allowed by the Zoning Ordinance. He explained a wall sign is a sign that is affixed to the exterior of the business. He stated staff reviewed various zoning ordinances from municipalities around the state and the City's Zoning Ordinance was more restrictive in many areas. Mr. Greenwood noted that staff revised the ordinance to foster a more business friendly community.

Council Member Almond made a motion to approve the Ordinance amending Article 2 and Article 8 of the Zoning Ordinance. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

- D. Approval of an Ordinance Amending Article 7 ("Conditional Use Regulations") of the Zoning Ordinance to add Special Exception Criteria - First Reading

Mr. Greenwood explained that when the Zoning Ordinance was rewritten in 2001, several types of businesses were coded to require special exceptions in order to be permitted in certain zoning districts. He stated that unfortunately the criteria that must be present in order to grant the special exceptions were not included in the ordinance. He stated without these criteria some businesses have been unable to open in the City.

Mr. Greenwood explained that the City Attorney recommended staff consider using a list of general criteria while each use is examined and a list of criteria is created for each specific use. Mr. Greenwood stated staff believes that the list of general criteria will protect the character of the community while allowing certain businesses to apply for special exceptions.

Council Member Corley made a motion to approve the Ordinance to amend Article 7 of the Zoning Ordinance on first reading. Council Member James seconded the motion which was unanimously approved by roll call vote.

E. Consideration and Approval of New Sludge Disposal Process

Mr. Garry Hubbard explained that the City's current method of sludge disposal is at the Richland County Screaming Eagle Road Landfill. He stated in FY12-13, the WWTP generated almost 8,000 tons of sludge at a disposal cost of \$254,600. He stated that staff has been in discussions with a local company, GenEarth, to explore an alternative method of sludge disposal. This sludge disposal method is a total reuse of sludge generated at the WWTP using green technology. The method includes generating a biogas from the sludge that is used as a fuel source for generating electricity and the remaining solids are pasteurized and dewatered, which can be used as a soil amendment.

Mr. Hubbard stated the proposed sludge disposal agreement with GenEarth will include the following details:

1. The City of Cayce sludge(s) would help support the construction of GenEarth Midlands Biogas plant.
2. GenEarth will construct a Biogas facility within 10 miles of the Cayce wastewater treatment plant at no capital cost to the City and will be operational within 14 months of the date of the agreement.
3. The proposed term of the agreement would be 10-15 years.
4. GenEarth will provide a 15 – 20 % savings in the disposal cost of the City's sludge(s) versus the current landfill disposal cost.
5. The agreement will include a "Most Favored Nations Clause" to ensure the lowest possible cost of sludge disposal.

6. GenEarth will provide Bio-fuel conversion of a City sludge hauling tractor trailer within 2 years of beginning commercial operations (conversion paid by GenEarth).
7. GenEarth will provide up to 1,000 gas gallon equivalents of free CNG/yr for remainder of the agreement term.

Council Member James made a motion to approve staff to begin preparation of the formal agreement with GenEarth. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Rhodes advised Council that the State Street lighting project has begun. The old poles will be replaced with a fewer number of poles that have stronger lights. She stated the Airport Blvd. streetscaping project seems like it may be moving forward. SC DOT has asked the City to remove the trees that are currently there so new vegetation and lighting can eventually be installed. Ms. Rhodes reminded Council that the City received CDBG funds for replacing the water line on Lexington Avenue. The City was recently given permission to put a RFP out for that project and hopefully that project will start soon as well. She advised that the Riverside Inn sewer emergency repair project is coming to a close.

Mayor Partin asked staff to tell the Events Committee on behalf of Council what an amazing job they do. She stated recently she was at the Performing Arts Center and one of the groups performing was a band that had previously been at the Congaree Bluegrass Festival for free.

Committee Matters

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

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

Events Committee – June 13, 2013
Planning Commission – June 17, 2013

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

B. Committee Recommendations

1. Discussion and Approval of the Accommodations Tax Committee's Recommendation for distribution of funding for FY13-14

Ms. Corder provided Council with the Accommodations Tax Committee's recommendations for distribution of funding for FY13-14 as follows:

Replenish Supply of Advertising Specialties - \$1,200
Airport High School Boys Soccer Tournament - \$0
Airport High School Girls Soccer Tournament - \$2,500
BC High School Boys Soccer Tournament - \$2,500
Cayce Museum Christmas Traditions - \$3,350
Cayce Museum's Aide's Salary - \$11,500
Cherokee Trail Riverfest at Cayce Riverwalk - \$3,000
Christmas in Cayce - \$4,500
Columbia Metro Conv & Visitors Bureau - \$1,500
Congaree Bluegrass Festival - \$12,500
Guided Nature Tours - \$0
Tartan Day South - \$3,000
West Metro Visitors Center - \$18,000

Ms. Rhodes explained that the City receives more funding requests than it does Accommodations Tax funding so the Committee has to weigh each request and decide which event will bring the most visitors to the City over night. Council Member Jenkins asked if the Airport High School Boys Soccer Tournament will be able to receive funds once they fill out the application. Ms. Corder stated they have been notified and are in the process of filling out the application and then the Committee will meet again to discuss funding the event. Council Member Jenkins asked about the Guided Nature Tours as well since it was recommended that they not receive funding. Ms. Corder explained that the Events Committee had decided to take a year off from having the tours since they had a difficult time filling the minimum amount of spaces this year.

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

C. Committee Appointments/Reappointments

Public Safety Foundation – One Position

Mr. Phil Carter's term expired in June and the Public Safety Foundation recommends him for re-appointment. Council Member Jenkins made a motion to reappoint Mr. Carter to the Foundation. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

Mayor Partin informed the assembly that Council Member Corley and her husband are expecting their first child.

Mayor Partin explained that Council is considering a Hospitality Tax and will be discussing it at the August 21, 2013 Council Meeting. She explained that no decisions have been made but Council has asked the City Manager to hold meetings to inform everyone about it and receive feedback from business owners and citizens. She encouraged everyone to contact any one on Council to share their feelings and thoughts and to ask any questions they may have.

Mayor Partin congratulated Mr. Reid Cayce on his upcoming 90th birthday and asked everyone to take the opportunity to congratulate him as well after the Council Meeting.

Executive Session

- A. Receipt of legal advice relating to a claim and potential claim by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to a contractual arrangement with SCANA for lighting of Otarre Pointe
- C. Discussion of negotiations incident to a contractual arrangement with SCANA for lighting services for Airport Blvd.
- D. Discussion of negotiations concerning proposed contractual arrangements as it relates to the 12,000 Year History Park

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

Reconvene

After the Executive Session was concluded, Council Member James 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

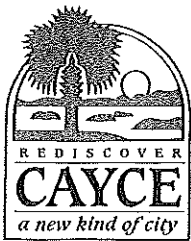
Council Member Jenkins made a motion to approve and authorize the City Manager to sign a contractual arrangement with SCANA for lighting at Otarre Pointe, Otarre Crossing and Airport Blvd. Council Member James seconded the motion which was unanimously approved by roll call vote.

There being no further business, Council Member James made a motion to adjourn the meeting. Council Member Almond seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 8:30 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk



CITY OF CAYCE

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ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

City of Cayce Special Council Meeting August 21, 2013

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

Call to Order

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

Other

- A. Approval of an Ordinance Amending Article 2 and Article 8 of the Zoning Ordinance in Relation to Wall Signage – Second Reading

Council Member James asked Mr. Greenwood if any changes had been made to the Ordinance since First Reading. Mr. Greenwood stated no changes had been made. Council Member Jenkins made a motion to approve the ordinance on second reading. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

- B. Approval of an Ordinance Amending Article 7 ("Conditional Use Regulations") of the Zoning Ordinance to add Special Exception Criteria – Second Reading

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

- C. Discussion of Potential Hospitality Tax

Mayor Partin thanked staff for doing a phenomenal job with the task Council gave them of informing businesses and residents about the proposed hospitality tax. She

stated Council genuinely wanted to know everyone's thoughts on the issue and she proposed that Council not move forward with the hospitality tax at this time.

Ms. Rhodes stated staff's goal is to attract more people to the City to eat in the local restaurants, shop and potentially live in the City and one way that can be done is with the revenue from the hospitality tax. She stated staff does not want to push anything on the citizen's if they are not ready for it. She explained that Council and the citizens have expectations of projects to be accomplished but if it is decided to not move forward with the hospitality tax then these expectations will need to be adjusted. Ms. Rhodes explained that originally staff was tasked to hold public forums and get the public's input and place the proposed hospitality tax on the September agenda for vote but if Council does not want to move forward then staff will not put this item on the September agenda.

Council Member Almond asked if the Mayor was proposing postponing the issue. Mayor Partin explained she can see both the pros and cons of the hospitality tax. She stated this tax makes some sense to her because the City's residents can benefit without having to fund the majority of the tax. Council Member Almond stated that she crunched some numbers to get an idea of the increase in cost and if someone spent \$25 in a local restaurant every day for 365 days the proposed tax would cost them an additional \$182.50. She questioned how many people would not want to beautify Cayce if it cost less than \$182.50. She stated that is such a low amount compared to having to raise taxes or raise something else which the City is going to have to do eventually to survive.

Council Member Almond stated she was not sure why the restaurant owners are against the tax since it is not coming out of their profits. Council Member Corley explained that the restaurant owners are concerned that the people against the tax will not go out to eat in Cayce which will affect the restaurant owner's profits. Ms. Rhodes advised that she had given Council a white paper on the feedback from both public forums. She explained there was a lot of misinformation and she thinks the meetings did a good job of getting the correct information to the public.

Mayor Partin stated that she hopes the City's residents see that Council is very frugal and very thoughtful and they genuinely asked for input from the public. Council Member Almond stated that many of the people she spoke to felt the City of Columbia spent their hospitality tax funds on frivolous projects and so they were hesitant to have the same tax in the City.

Council Member Almond asked for a time frame for the discussion of a hospitality tax to be brought up again. She voiced concern over dropping it and then having to begin the educational discussions again. She stated the public needs to know that it is still one of the City's only viable options of raising funds for beautification projects. Ms. Rhodes stated the City could wait and see how the capital penny sales tax program goes and what projects the City is actually able to get in the program. She reminded Council that rarely does a proposed penny sales tax pass on the first attempt so it will

be 2018 before the County can try again. Council Member Jenkins stated the public needs to know this information so they will understand how long it could take for those funds to become available.

Ms. Rhodes stated that if Council decides to not move forward with the hospitality tax at this time then they need to become involved with the penny sales tax issue so the City's projects get on the list. Council Member Almond stated that as staff and Council continue educating the public on the hospitality tax they need to remind them that it is a consumption tax, if you consume you pay.

Council Member James stated that Council and staff wanted to over communicate and be transparent with the hospitality tax issue and make sure the public was informed. He explained that Council did not have a predetermined idea of what they wanted to do with the issue and waited to decide until they held public forums and heard from the residents. He stated the majority of the people that contacted him regarding the hospitality tax did not say no to it but said the timing was not good. Council Member James explained that he agreed that now was not the time for the proposed hospitality tax. He stated there are so many good opportunities to spend the hospitality tax funds on so he agrees with the City Manager that the City is going to have to be tighter and leaner on the budget to be able to make sure that the City can spend funds on these projects.

Council Member James stated he understands what Council Member Almond meant with her example of how much the hospitality tax would cost a resident but stated that new cost is on top of the increases in fees and water and sewer rates that Council has put in place over the last few years. He told Ms. Rhodes that he feels like the City is moving in the right direction and pointed to the development on Knox Abbott Drive as an example. He stated the City needs to build a strong infrastructure to keep people eating and staying in the City. He stated Mr. Greenwood is doing a good job on strengthening the infrastructure.

Ms. Rhodes reiterated that everyone will need to adjust their expectations until another revenue source is found. She reminded Council that the 2013-2014 budget was very tight and next year's is going to be even worse. She stated everyone needs to be very cognizant of their expectations and the expectations of residents so when residents ask why beautification projects have not been done they can explain that until another revenue source is found the City can only afford to provide core services. Ms. Rhodes stated that staff has plenty of other great projects to accomplish and stated she hopes Council feels comfortable with moving forward with a new City Hall.

Executive Session

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

- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to purchase of property for new City Hall

Possible Actions by Council in follow up to Executive Session

Council Member James made a motion to move out of Executive Session and reconvene the regular meeting. Council Member Almond 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.

There being no further business, Council Member Jenkins made a motion to adjourn the meeting. Council Member James seconded the motion which was unanimously approved. The meeting adjourned at 5:40 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

Memorandum

To: Mayor and Council

From: Rebecca V. Rhodes
Chief Charles McNair

Date: August 29, 2013

Subject: Resolution approving an Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway.

ISSUE

Consideration of a resolution approving an Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway.

BACKGROUND/DISCUSSION

S.C. Code section 23-20-50 was amended and requires that an agreement entered into pursuant to Title 23 on behalf of a law enforcement authority must be approved by the appropriate state, county or local law enforcement authority's chief executive officer, and by the governing body of each jurisdiction.

Council has already approved similar Resolutions ratifying Mutual Aid and Task Force Agreements with several entities. Council's approval of the resolution ratifies and meets the new requirement for these types of agreements.

RECOMMENDATION

Staff recommends Council approve a resolution approving an Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway and authorize the Mayor to sign the agreement on behalf of the City.

STATE OF SOUTH CAROLINA)	RESOLUTION
)	Approving Intergovernmental Mutual Aid
COUNTY OF LEXINGTON)	Agreement for The Three Rivers Greenway
)	
CITY OF CAYCE)	

WHEREAS, the need and authority for governments and law enforcement agencies and public safety agencies to enter into agreements with other governments and law enforcement agencies and public safety agencies for mutual aid and support is well-recognized in South Carolina; and

WHEREAS, the local governments, including the City of Cayce, that operate as the River Alliance wish to join with other governmental entities and agencies to provide a solid framework for law enforcement and public safety services in the Three Rivers Greenway; and

WHEREAS, the Council has determined that it is in the interests of the City and of the public and of other users of the Three Rivers Greenway that the City enter into a mutual aid agreement for law enforcement and public safety services within the Three Rivers Greenway,

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 approves the City of Cayce and its Department of Public Safety entering into a mutual aid agreement for The Three Rivers Greenway for law enforcement and public safety services, in the written form attached or in substantially similar written form. The City Manager and the Director of the Cayce Department of Public Safety are authorized to sign the agreement on behalf of the City and its Department of Public Safety.

ADOPTED this ____ day of September, 2013.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First Reading and adoption: September_____, 2013

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

STATE OF SOUTH CAROLINA)	
)	INTERGOVERNMENTAL MUTUAL AID
COUNTIES OF)	AGREEMENT FOR
)	THE THREE RIVERS GREENWAY
LEXINGTON AND RICHLAND)	

This agreement made and entered into this ____ day of _____, 2013 by and between the parties, Lexington and Richland Counties, the Sheriffs of Lexington and Richland Counties, the Cities of Columbia, Cayce, and West Columbia, the Irmo-Chapin Recreation Commission, the South Carolina Department of Natural Resources, the University of South Carolina Division of Public Safety, the Irmo Fire District, the Congaree Swamp National Park, and the River Alliance;

WHEREAS, Richland County, Lexington County, Columbia, Cayce, and West Columbia have previously developed, in conjunction with others under the collective organization of the River Alliance, a program for planning and developing the riverfront areas of the Broad, Congaree, and Saluda Rivers;

WHEREAS, while portions of these riverfront areas lie in whole or in part in each of the geopolitical or corporate boundaries of the cities and counties above named, it is the mutual desire of the parties to develop an unified and mutually dependent capability for the delivery of public safety (fire, law enforcement, rescue, and emergency medical) services during routine and emergency situations, including, but not limited to, those created by the demands of special events; expanding recreational opportunities and users, acts of God, and similar;

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

WHEREAS, Section 6-1-20, Code of Law of South Carolina (1976 Ann.) authorizes counties and municipalities to enter into contractual agreements with each other to provide for joint facilities and services;

WHEREAS, Section 5-7-120, Code of Law of South Carolina (1976 Ann.) authorizes municipalities to send law enforcement officers to other political subdivisions;

WHEREAS, Section 17-13-45, Code of Law of South Carolina (1976 Ann.) provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78, Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction;

WHEREAS, Section 23-1-215, Code of Law of South Carolina (1976 Ann.) authorizes agreements between multiple law enforcement jurisdictions for purpose of criminal investigation;

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

WHEREAS, South Carolina Code Ann. § 23-1-212 confers state law enforcement authority upon federal agents when acting pursuant to request of a state or local law enforcement official;

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

WHEREAS, South Carolina Code § 50-21-80 designates the South Carolina Department of Natural Resources as the agency primarily responsible for enforcing boating laws and members of Sheriff's Departments and other qualified persons may be also empowered to

enforce boating laws, South Carolina Code § 23-13-70 requires Sheriffs and deputies to patrol their entire county;

WHEREAS, it is the desire of the parties to evidence their joint undertaking and the approval of their respective governing bodies for the provision of mutual assistance as set forth herein; and

WHEREAS, in contemplating the means by which to provide public safety services in emergency and routine situations to the Three Rivers Greenway (3RG) and surrounding environs, the parties have weighed competing alternatives for the provision of such services and have resolved on this mutual aid agreement as the preferred option for providing for same.

NOW THEREFORE, it is agreed as follows:

1. SCOPE OF SERVICES:

It is agreed that these governmental entities, by and through their respective public safety functions, shall patrol, investigate criminal activity, perform fire and EMS services, perform rescue and recovery missions, and render assistance cooperatively and collectively on all areas of the Three Rivers Greenway and its contiguous properties as they may have personnel and equipment available for such assignment. Further, this agreement is intended to operate as a standing and ongoing request for assistance from and to each jurisdiction that is a party hereto. It was the intent at the inception of the original agreement in 1999/2000, has been since, and is the intent now to continue sharing law enforcement, public safety functions, and public safety jurisdiction to the greatest extent available under South Carolina law.

For the purposes of this agreement, the rivers and riverfront areas and the Three Rivers Greenway are defined as the Saluda River from the Lake Murray Dam downstream to its natural

confluence with the Broad River, the Broad River downstream from the I-20 Bridge to its natural confluence with the Saluda River, the Congaree River from the Broad – Saluda confluence at the Gervais Street Bridge downstream to the I-77 Bridge, the Columbia Canal, all riparian areas adjacent to those rivers described herein, all areas improved or proposed for the construction of the Three Rivers Greenway park system, and those properties adjacent to and/or contiguous to the rivers and/or the greenways.

2. CONSENT AND REQUEST TO SEND OFFICERS TO JURISDICTION

Approval by the governing bodies and/or duly elected Sheriffs of the respective jurisdictions and the execution of this agreement by the authorized officials of each party constitutes an agreement by the parties to provide public safety assistance and cooperation as further described herein, as they are able. Each party must determine whether its resources at any given time permit it to render the requested assistance and there shall be no right of action by one party against another for the failure to provide assistance as requested.

3. VESTING OF AUTHORITY AND JURISDICTION

To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the parties' duly qualified law enforcement officers acting within any portion of the Three Rivers Greenway and surrounding environs area not situated in the officers' employing jurisdiction. Local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas in the Three Rivers Greenway areas, which are located outside of the territorial limits of the sending jurisdiction. Similarly, all Fire, EMS, and other public safety officials shall share the rights, privileges, immunities, and authority consummate with their offices.

4. PERSONNEL, COSTS AND RECORDS

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

5. INSURANCE COVERAGES

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

6. TERM, RENEWAL, RIGHT TO RESCIND

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. The election of any party or parties to exercise this right to rescind/terminate does not in any way affect the rights, duties, privileges, immunities, or obligations of the other parties. Any party electing to terminate its involvement under this agreement must give written notice to the other parties thirty (30) days prior to the effective date of termination of participation.

7. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

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

8. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

9. OFFICERS ASSIGNED

Each party may assign Law Enforcement officers, EMT/Paramedics, Firefighters, and other similarly situated individuals to perform public safety services under this agreement at the discretion of the duly elected Sheriff, Fire Chief, EMS Director or similar competent authority of the sending jurisdiction or his designee.

10. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the benefits of law enforcement and public safety services to the Three Rivers Greenway area and its contiguous properties in each respective jurisdiction. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. SEVERABILITY

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

13. EVALUATION OF SERVICES

Each Party shall appoint a designee to act as a coordinator/liaison. The parties agree to establish a system to evaluate the performance of services contemplated under this Agreement. This is to be accomplished by an annual review of services by the parties. The results of the review shall be reduced to writing and each party shall retain a copy. Any concerns or deficiencies noted shall be addressed in follow up memoranda and made a part of the original review. This process is in no way intended to limit the parties from discussing service delivery anytime during the contractual period.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

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

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Witnesses:

LEXINGTON COUNTY SHERIFF'S
DEPARTMENT

BY: _____

Witnesses:

RICHLAND COUNTY SHERIFF'S
DEPARTMENT

BY: _____

Witnesses:

COUNTY OF LEXINGTON

BY: _____

ITS: _____

Witnesses:

COUNTY OF RICHLAND

BY: _____

ITS: _____

Witnesses:

CITY OF COLUMBIA CHIEF OF POLICE

BY: _____

ITS: _____

Witnesses:

CITY OF COLUMBIA

BY: _____

ITS: _____

Witnesses:

CITY OF CAYCE, DIRECTOR OF
PUBLIC SAFETY

BY: _____

ITS: _____

Witnesses:

CITY OF CAYCE

BY: _____

ITS: _____

Witnesses:

CITY OF WEST COLUMBIA, CHIEF OF
POLICE

BY: _____

ITS: _____

Witnesses:

CITY WEST COLUMBIA

BY: _____

ITS: _____

Witnesses:

IRMO-CHAPIN RECREATION
COMMISSION

BY: _____

ITS: _____

Witnesses:

SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES

BY: _____

ITS: _____

Witnesses:

UNIVERSITY OF SOUTH CAROLINA
DIVISION OF PUBLIC SAFETY

BY: _____

ITS: _____

Witnesses:

IRMO FIRE DISTRICT

BY: _____

ITS: _____

Witnesses:

CONGAREE SWAMP NATIONAL PARK

BY: _____

ITS: _____

Witnesses:

RIVER ALLIANCE

BY: _____

ITS: _____

Memorandum

To: Mayor and Council

From: Rebecca V. Rhodes, City Manager

Date: August 30, 2013

Subject: Approval of an Ordinance Authorizing the Sale of Property of the City of Cayce at Ravenscroft Road in Lloydwood Subdivision

Issue

Council Approval is needed for the First Reading of an Ordinance to sell the old Lloydwood Lagoon site to the Lloydwood Neighborhood Alliance.

Background/Discussion

When the City took over the Lloydwood Sewer system it also acquired the system's Lagoon site. This site is 4.85 acres located on Ravenscroft Road. The City does not use this site and it just sits empty with a fence around it.

The Lloydwood Neighborhood Alliance has approached the City about acquiring the property and trying to put a recreation facility of some sort on the property. This Ordinance and the subsequent deed will sell the property to the Alliance for a nominal amount and require that the property always be utilized for recreational purposes.

The City has no use for this property and SCDHEC has no issues with the sale or reuse of this property.

Recommendation:

Staff recommends approval of First Reading of this Ordinance.

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

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First Reading: _____

Second and Final Reading: _____

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CONTRACT FOR SALE OF REAL ESTATE
[DRAFT: 8.28.2013]

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is made and entered into as of the ___ day of September, 2013, by and between **CITY OF CAYCE, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina ("Seller") and **LLOYDWOOD NEIGHBORHOOD ALLIANCE**, a South Carolina eleemosynary corporation ("Buyer").

1. AGREEMENT TO SELL AND BUY. In consideration of the terms and conditions in this Contract, Seller agrees to sell and Buyer agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain piece, parcel or tract of land described in Section 2 below.

2. DESCRIPTION OF PROPERTY/CONVEYANCE. The property which is the subject of this Contract is all that certain piece, parcel or tract of land, situate, lying and being in the County of Lexington, State of South Carolina, consisting of 4.85 acres, more or less, the tract being more particularly shown as a "Reserved" area on a plat of Lloydwoods Subdivision prepared by McMillan Engineering Co., Inc., dated September 18, 1971, last revised June 26, 1974 and recorded in the Office of the Register of Deeds for Lexington County in Plat Book 139-G at Page 4 (the "Property"), identified as Lexington County TMS No. 07918-06-033. The Property shall be specifically conveyed subject to the matters fully described in Section 9 below.

3. PURCHASE CONSIDERATION. Buyer agrees to accept and Seller agrees to convey the Property for no monetary consideration but for Buyer's assumption and acceptance of all responsibility for the past use and condition of the Property (the "Purchase Consideration").

4. PROPERTY RESTRICTION/BUYER'S INTENDED USE. Buyer acknowledges that the Property shall be sold subject to a restriction that it will be developed for recreational purposes as a playground or park and such other purposes related directly to the primary purpose (the "Intended Use").

5. INSPECTION PERIOD/RIGHT TO TERMINATE CONTRACT. Buyer shall have a period of sixty (60) days from the date of this Contract (the "Inspection Period") to conduct its due diligence investigation with respect to the Property. If the last day of the Inspection Period is a legal holiday or weekend, the expiration date will be the next business day (e.g., if the last day falls on a Saturday, the Inspection Period shall expire on the following Monday). If Buyer notifies Seller on or before the expiration of the Inspection Period of Buyer's intent not to close under this Contract, the parties shall have no further liability to one another; otherwise, Buyer shall be obligated to proceed with Closing pursuant to the terms of the Contract.

6. ACCESS TO PROPERTY. From the date hereof until the expiration of the Inspection Period, Buyer and Buyer's agents, employees, independent contractors, engineers, surveyors and other representatives shall have complete access to the Property for the purpose of conducting such tests, investigations, studies, and inspections as Buyer deems reasonably necessary. At Seller's request, Buyer shall provide Seller with copies of any written reports prepared in connection with such tests. Buyer shall defend, indemnify, and hold harmless Seller from and against any and all liability from mechanic liens arising out of or in connection with Buyer's activities pursuant to this Section 6. To the extent Buyer's tests, investigations, studies, and inspections cause any damage to the Property, Buyer, at its sole expense, shall cause such damage to be repaired.

7. CLOSING AND CLOSING DOCUMENTS. The Closing ("Closing"), shall be at the offices of The City of Cayce, 1800 12th Street, Cayce, South Carolina 29171 or at such other location that is mutually agreeable to the parties, within thirty (30) days after the expiration of the Inspection Period (the "Closing Date"). At Closing, Seller shall deliver to Buyer the following: (i) duly executed and acknowledged quitclaim warranty deed in accordance with Section 9 below; (ii) such other documents as Buyer's counsel or Buyer's title company may reasonably request and are approved by Seller's counsel to evidence Seller's authority to execute and perform under this Contract and to execute and deliver all documents conveying the Property to Buyer; and (iii) all other documents as may be reasonably necessary to consummate the transaction under this Contract. At Closing, Buyer shall pay the sums due Seller under this Contract and deliver such documents as Seller may reasonably request to consummate the transaction under this Contract.

8. CONDITION OF PROPERTY. Buyer specifically acknowledges and confirms its understanding that the Property is a former lagoon used in connection with the provision of sanitary sewer services (the "Sewer System") for the residential subdivision that become known as "Lloydwood" (the "Subdivision"). The lagoon, as part of the Sewer System, was developed by the original developer of the Subdivision and was previously operated by a service operator and provider other Seller and, when Seller subsequently acquired the Sewer System, it took the lagoon out of service in accordance with state regulations. Buyer has, or will prior to expiration of the Inspection Period, examine the Property, and is, or will through such examination, become familiar with the physical condition thereof. Seller has not made and specifically does not make any representations or warranties as to the physical or environmental condition of the Property or any other matter or thing affecting or relating to the Property, except as herein specifically set forth, and Buyer hereby expressly acknowledges and represents that no such representations or warranties have been made. Buyer further agrees to take the Property in "as is" condition on the Closing Date. Seller shall not be liable or bound in any way for any verbal or written statements, representations, or information pertaining to the Property furnished by any official, agent or employee of Seller, or any other person. It is understood and agreed that all prior and contemporaneous representations, statements, understandings and agreements, oral or written, between the parties are merged in this Contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying on any statement or representation or warranty not embodied in this Agreement made by the other. The following form of the "as-is" provision shall be contained in the quitclaim deed to Buyer: "The Property is hereby conveyed upon and this conveyance is accepted subject to and on an "as-is" "where is" and "with all faults" basis, specifically including environmental matters, without any warranties, express or implied, or arising by operation of law, including, without limitation, condition, habitability, merchantability, or fitness for a particular purpose". The provisions of this Section shall survive Closing.

9. CONVEYANCE AND STATE OF TITLE. Buyer acknowledges that Seller obtained title to the Property pursuant to that Order dated January 19, 2012, and that Supplemental Order dated January ____, 2012, by the Honorable Judge William P. Keesley in Civil Action No. 2011-CP-32-02300 (collectively, the "Order") in connection with its acquisition of the Sewer System and, thus, title to the Property shall be conveyed by quitclaim deed. The Property will be conveyed free and clear of all monetary liens and encumbrances of any type or character whatsoever, other than current, non-delinquent real estate taxes, but subject to all matters of record, zoning ordinances, such matters as revealed by any current survey of the Property and the matters described in Section 4 above. Except as set forth herein, the Property is being sold "AS IS" in accordance with the provisions of Section 8 above.

10. APPORTIONMENT. Buyer acknowledges that Seller is not responsible for real property taxes. All current taxes and other legal assessments to the extent applied to the Property for the current year shall be the responsibility of Buyer. Any rollback taxes shall be the responsibility of Buyer.

11. CLOSING EXPENSES. Buyer shall be responsible for all closing costs associated with the purchase of the Property, including without limitation, the following expenses: title examination, survey, appraisal, physical inspections, title insurance, deed preparation and transfer fees, and Buyer's attorneys' fees. Seller shall only be responsible for Seller's attorneys' fees.

12. COMMISSIONS. Seller and Buyer each warrant and represent to the other that such party has not employed a real estate broker as agent in connection with this transaction. Seller and Buyer shall defend, indemnify and hold the other party harmless from and against any and all claims, demands, and liabilities whatsoever, including reasonable attorneys' fees, arising out of or in connection with any real estate fees and/or commissions related to the Property.

13. NOTICES. All notices, demands or requests made pursuant to, under, or by virtue of, this Contract must be in writing and mailed to the party to whom the notice, demand or request is being given, by personal delivery or certified or registered mail, return receipt requested, as follows:

TO SELLER: City of Cayce
1800 Twelfth Street
Cayce, South Carolina 29171
Attention: Rebecca Rhodes, City Manager

With Copy To: Turner, Padgett, Graham & Laney, P.A.
1901 Main Street, Seventeenth Floor (29201)
Post Office Box 1473
Columbia, South Carolina 29202
Attention: Lanneau Wm. Lambert, Jr., Esquire

TO BUYER: Lloydwood Neighborhood Alliance
c/o Clifford Dawkins, President
123 Lloydwood Drive
West Columbia, South Carolina 29172

Receipt of any notice properly given shall be deemed to occur two (2) business days after mailing, or the day of personal delivery. Notice may also be given by other means with the party delivering such notice having the responsibility to confirm delivery.

14. ENTIRE AGREEMENT/MODIFICATION/COUNTERPARTS. This written contract constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of the Contract, and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto. The Contract may be executed in counterparts.

15. BINDING EFFECT. All covenants, agreements, warranties and provisions of the Contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

16. CAPTIONS. The section headings or captions appearing in this Contract are for convenience only, are not part of this Contract, and are not to be considered in interpreting this Contract.

17. SEVERABILITY/PARTIAL INVALIDITY. If any provision of this Contract is held to be illegal, invalid or unenforceable (the "Offending Provision"), the Offending Provision shall be fully severable; this Contract shall be construed and enforced as if the Offending Provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the Offending Provision or by its severance from this Contract. Furthermore, in lieu of the Offending Provision, there shall be added automatically as part of this Contract, a provision as similar in terms to the Offending Provision as may be possible and be legal, valid and enforceable.

18. NO ADVERSE PRESUMPTION. The parties acknowledge that this Contract arose as the result of arms-length negotiations between them and that this Contract is the product of input by both parties. Accordingly, any ambiguity or uncertainty is not to be construed against either party.

19. AUTHORITY. Buyer has the power, authority and legal right to execute, deliver and perform under this Contract. The execution, delivery and performance of Buyer's obligations hereunder have been duly authorized by all necessary action and the undersigned is duly authorized to take such action on behalf of Buyer.

20. ACCEPTANCE. The submission of the Contract by Buyer to Seller constitutes an offer which shall become null and void unless Seller has returned the Contract fully executed, without varying the terms, to Buyer before 5:00 p.m. E.S.T. on the seventh (7th) day after the date of Buyer's execution hereof, in which event Buyer shall be entitled to the immediate return of any Earnest Money which is paid hereunder.

21. CONTROLLING LAW. This Contract has been made and entered into under the laws of the State of South Carolina, and said laws shall control the interpretation hereof.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]*

SIGNATURE PAGE OF CONTRACT FOR SALE OF REAL ESTATE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

WITNESS:

SELLER:

CITY OF CAYCE,
a body politic and corporate and a political
subdivision of the State of South Carolina

By: _____ [SEAL]

Rebecca V. Rhodes

Title: City Manager

WITNESS:

BUYER:

LLOYDWOOD NEIGHBORHOOD ALLIANCE,
a South Carolina corporation

By: _____ [SEAL]

Clifford Dawkins, President

THE HOUSING AUTHORITY OF THE CITY OF CAYCE, S.C.

April 9, 2013

The Board of Commissioners of The Housing Authority of the City of Cayce, S.C. convened at 5:20 P.M., Tuesday, April 9, 2013 in Council Chambers at Cayce City Hall.

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

PRESENT: Jack L. Sightler, Jr., Chairman
Mr. Bruce Smith, Chair-Elect

STAFF: Howard Thomas, Lee McRoberts, Angel Cruz, Nancy Stoudenmire, Don Frierson, Gloria Warner

Mr. Smith opened with a prayer.

Mrs. Stoudenmire presented the 2013 – 2014 Agency Plan. Approximately 1,879 applications are currently on file for Cayce, which is up from 1,672 applications last year. Two bedroom units are the most requested and 98% of the applicants are making less than 30% of the area's median income. One hundred and six applications are for elderly housing and 217 for disabled.

Cayce received a good audit for 2012 and is operating on a budget of \$238,797 annually. Several changes were made to the admissions and continued occupancy plan; required postings, income verification, sex offender guidelines, foster care specifications.. There were no increases to the flat rents or minimum rents.

Several residents in Cayce have achieved homeownership and staff is currently working with other families who wish to purchase homes. All certifications required to be submitted with the plan have been completed.

No major renovation projects have been identified in Cayce, but all windows are going to be replaced beginning later this year. Sequestration is causing uncertainty regarding future funding for Capital Improvements. There were no new policies.

Mr. Sightler thanked Mrs. Stoudenmire for her presentation and work on the Annual Plan. The annual plan was unanimously approved by those in attendance.

Mr. Walker gave a briefing on sequestration and its affect on the budget. Staff is unclear at this point how it may impact Cayce but cost saving measures are being reviewed. Columbia is beginning to see direct results now Mr. Sightler asked if there was a way to generate funds through other means. Mrs. Stoudenmire said that market rate rentals would accomplish that.

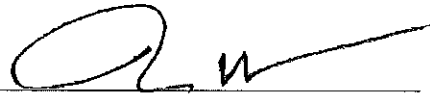
Mrs. Malone gave the Operations Report for March. She stated that 4 accounts were sent to the Magistrate, there were no accounts over thirty days old, 9 work orders were received, 7 work orders were completed, no emergency work orders were received. Two work orders remained and no applications were taken from the drop box.

Chief Cruz reported that five incidents had been written up since the last meeting; a breach of trust, a civil disturbance, a criminal domestic violence, a fight and a vandalism incident. There was a general discussion regarding what type of incidents can result in eviction. Mr. Walker said that major felonies involving drugs and guns are always possibilities and that staff deals with each situation individually.

Mr. Thomas said that staff is putting together the request for proposals to replace all 400 windows in all units in Cayce and that it should be ready for bid soon.

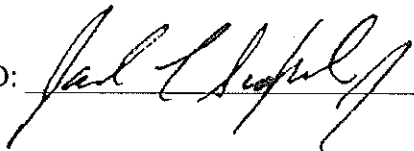
Mr. Walker said that the 2012 audit will be presented at the next meeting.

There being no additional business, the meeting adjourned at 6:05 pm.



Secretary

APPROVED:



APPROVED MINUTES
BEAUTIFICATION BOARD
Tuesday April 9, 2013
5:30 PM

I. CALL TO ORDER

Sue Perry called the meeting to order at 5:30 p.m. Present was Sue Perry, Joanne Wilson and April Blake. Absent and excused was Sue Miles.

II. APPROVAL OF MINUTES

A motion to approve the meeting minutes of March 12, 2013 was made by Sue Perry. April Blake seconded the motion. The decision was unanimous.

III. OLD BUSINESS

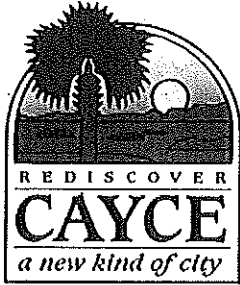
- a. Leo has the sign for the Dunbar project and will eventually attach it to iron stakes.
- b. Dunbar island workday rescheduling- table it until we can get Teddy to come and assist with the truck.
- c. Plant exchange- Ask Michelle to get the supplies, make sure James gets tables down for us. Ask him to hang the banner. Need to get the stick in the ground signs from City Hall. We are not doing posters this year. Get hard copies of applications printed, clip boards, pens to recruit new members on the spot. Show up at 8:45, wear your green shirts.
- d. Beautification Foundation update- Not many people came to it, but the attendees chose the materials for the new Welcome to Cayce sign to go near the Blossom Street bridge. Those choices will go before council.

IV. NEW BUSINESS

- a. April Blake announced her intent to not renew her seat on the board. A letter of resignation has been sent to Michelle and to City Manager Rebecca Rhodes. This will be her last meeting.

V. ADJOURNMENT

A motion to adjourn was made by Sue Perry. April Blake seconded the motion. The decision was unanimous. Sue Perry adjourned the meeting at 6:15 p.m.



**City of Cayce
South Carolina**

**APPROVED MINUTES
Board of Zoning Appeals
Monday May 20, 2013
City of Cayce Council Chambers
6:00 p.m.**

I. CALL TO ORDER

Interim Chair Leo Dryer called the meeting to order at 6:00 p.m. Members present were L. Dryer, R. McLeod, R. McArver, F. Dickerson and J. Simpson. Staff present was Shaun Greenwood, Teddy Luckadoo, Monique Ocean and Michelle Paulchel.

II. ELECTION OF OFFICERS

Mr. McLeod nominated Mr. Leo Dryer as Chair, Mr. Dickerson seconded the motion and all were in favor.

Mr. McArver nominated Mr. McLeod as Vice-chair, Mr. Dickerson seconded the motion and all were in favor.

Chairman Leo Dryer made a motion to reappoint Michelle Paulchel as secretary. All were in favor.

III. APPROVAL OF MINUTES

A motion was made by Mr. McArver to approve the April 15, 2013, minutes as written. Mr. McLeod seconded the motion and it passed unanimously.

IV. OPEN PUBLIC HEARING SE001-13

Chairman Leo Dryer opened the public hearing: A request by David Bryant to be granted a special exception pertaining to 7.2 Patio and Zero Lot Line Housing. The property is located at 800 Lexington Ave.

Mr. David Bryant began by stating he is under contract to purchase the property located at 800 Lexington Avenue. He explained that he will construct 16 single

family detached homes on the property. Mr. Bryant mentioned that he needed to reach a higher density in order to make a profit on development of the land. Shaun Greenwood explained that Mr. Bryant will have a hearing with the Planning Commission to have the property rezoned to RS-3. Mr. Greenwood mentioned that patio homes with zero lot lines are permitted as a special exception in the RS-3 zoning district. Mr. Greenwood explained, if the special exception is granted (in addition to the rezoning), lot width is permitted to be reduced and dwellings are permitted to be located on or at the property line. This will allow more dwellings to be constructed and create a higher density.

Mr. Mike Pazery ,of 829 Lexington Avenue, spoke in favor of granting the special exception.

V. CLOSED PUBLIC HEARING SE001-13

Mr. Dryer closed the public hearing.

VI. MOTION PUBLIC HEARING SE001-13

Mr. McArver made a motion to approve the special exception for patio homes with zero lot lines with the condition of approval for rezoning to a RS-3 district. Mr. McLeod seconded the motion. The motion was unanimously approved.

VII. OPEN PUBLIC HEARING VA006-13

Mr. Dryer opened the public hearing: A request by David Bryant for a variance from Section 10.4 Common Open Space of the Zoning Ordinance to allow the property at 800 Lexington Avenue (TMS#005769-04-001) a reduction of the required common open space for new development.

Mr. Greenwood explained that common open space is required for any new development consisting of seven or more units. Mr. Greenwood mentioned that the variance request was to reduce the amount of the required 15% open space to 0% open space. Mr. Greenwood noted that the applicant's stated hardship was that leaving the open space was not common in the neighborhood. Mr. Greenwood stated the variance would not harm the community and would not be any different from what is already present in the community.

VIII. CLOSED PUBLIC HEARING VA006-13

Mr. Dryer closed the public hearing.

IX. MOTION PUBLIC HEARING VA006-13

Mr. Dickerson made a motion to approve the variance with the condition of approval of rezoning to RS-3. Mr. McLeod seconded the motion and all were in favor.

X. OLD BUSINESS

There was no old business.

XI. NEW BUSINESS

There was no new business.

XII. ADJOURNMENT

Mr. McLeod made a motion to adjourn. Mr. Dickerson seconded the motion. All were in favor.

**MINUTES OF EVENTS COMMITTEE
CITY OF CAYCE
July 11, 2013**

Present: Dr. Pete Cassidy, Brenda Cole, Mendy Corder (City Representative), James Denny (City Representative), Julie Isom, Ellen Mancke, Cindy Pedersen, and Rachel Scurry

Absent, Excused: Kirsten Davis (City Representative), Danny Creamer, Frankie Newman, and Jay Thompson

Chairperson Julie Isom called the meeting to order. The minutes of the June 13, 2013, meeting were reviewed and approved as written.

CONGAREE BLUEGRASS FESTIVAL -- Saturday, October 5, 2013, 11 a.m. until 6:30 p.m.

Ms. Ashley Hunter, McKay Public Affairs, LLC, presented ideas for Congaree Bluegrass Festival advertisements and billboard. The Committee requested a few modifications to the samples.

Ms. Hunter will make the modification and send them to Ms. Corder for e-mail distribution to the Committee members.

Ms. Hunter will coordinate the local media press releases and promotions for the Congaree Bluegrass Festival. Ms. Corder will contact Mr. Creamer to verify the names of the booked groups and forward that information along with quality photographs to Ms. Hunter.

Mr. Thompson researched building a corn toss game for the children's area. The Committee agreed that we would like Mr. Thompson to coordinate the construction of the game. Ms. Davis and Ms. Corder are researching samples for the guitar with a face cutout for the Congaree Bluegrass Festival.

The Committee suggested that the billboard be located near the North Carolina/Georgia border.

Wet weather has prevented the clearing of the back portion of the City Complex property.

The Committee discussed the remaining discussion items from the October 4, 2012, meeting notes.

Bugs, ants, mosquitoes, gnats, and Sanitation: Mr. Denny will coordinate the spraying and baiting for insects the morning of the festival. Bug spray will be on-hand for the Committee, Staff, and Volunteers. Mr. Denny will also coordinate the placement of recycle bins for plastic bottles.

Chair rental: As an alternative to offering rental chairs, the Committee suggested purchasing wheat straw (minimum of 10 bales) for seating and decoration. Community-area businesses may possibly donate hay or straw.

Volunteers and Tables: Ms. Corder will send letters to the Cayce's Women's Club and Transfiguration Lutheran Church Boy Scout Troop as well as other community groups soliciting volunteers to assist with the festival.

The Committee discussed designating an entrance and an exit to the park so that volunteers can more easily obtain zip codes. Perhaps, several real estate sized signs could be placed along the walkway and near the entrance explaining that zip codes are needed to assist with securing accommodation tax funding. If possible, the space between the entrance and exit of the park should not be occupied by a vendor. The Committee can decorate the entrance and set-up a volunteer station.

Be certain that tablecloth sizes match the table sizes.

Food for Committee/Staff/Volunteers: Rest area, refreshments, and lunch should be set-up indoors at the City Complex. Menu suggestions included BBQ sandwiches, two sides, chips, and beverages.

Golf carts and Trolley: The Committee suggested reserving the trolley and golf carts soon.

T-shirts/items for sale: When new t-shirts are ordered for Committee members and Staff, be certain to add "Staff" to the front of the shirts so that vendors and attendees can easily read. Ms. Corder and Ms. Davis will continue to research products and pricing for sale items.

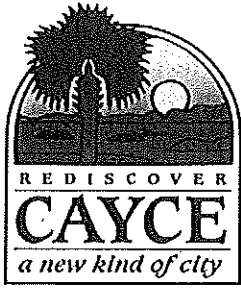
CAROLS ALONG THE RIVERWALK -- Friday, December 6, 2013, 6:30 p.m. until 8 p.m.

Letters to school choral and band directors as well as community churches will be mailed in late August. Return postcards will be included with the letters. The requested return date will be September 30.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Rachel R. Scurry, Secretary



**City of Cayce
South Carolina**

**APPROVED MINUTES
PLANNING COMMISSION
Monday July 15, 2013
City of Cayce Council Chambers
6:00 p.m.**

I. CALL TO ORDER

Chair Ed Fuson called the meeting to order at 6:00 pm. Members present were R. Power, L. Mitchell, E. Fuson, C. Kueny. B. Kelly, B. Brohem, J. Raley was absent excused. Staff present was Shaun Greenwood, Michelle Paulchel, Teddy Luckadoo, and Monique Ocean.

II. APPROVAL OF MINUTES

Mr. Kueny made a motion to approve the minutes from the June 17, 2013, meeting. Mr. Power seconded the motion. The vote passed unanimously.

III. STATEMENT OF NOTIFICATION

Chair Ed Fuson asked if the public and media had been duly notified of the meeting. Michelle Paulchel stated everyone had been notified.

IV. OPEN PUBLIC HEARING -- Text Amendment

Chair Ed Fuson opened the public hearing, a request by the Planning Director to amend the Zoning Ordinance to revise Section 8.1 Sign Regulations.

Mr. Luckadoo presented a draft of the proposed changes, as requested by the Planning Commission. The draft included the following summary changes:

- Definitions pertaining to wall and building signs added to the Ordinance

- Wall area calculations shall be determined by multiplying the linear feet of the wall where sign is to be placed by a standard height of 12 feet
- Maximum number of permitted wall signs increased to 6
- Buildings on corner lots shall have 15% maximum wall area for all walls having primary frontage
- Wall area for multi-tenant buildings shall be calculated by each individual tenant's space multiplied by a standard 12 feet height
- Discrepancy for maximum size of home occupations signs will be corrected
- Maximum permitted area of a wall sign increased to 200 square feet

V. CLOSE PUBLIC HEARING – Text Amendment

Chair Ed Fuson closed the public hearing.

VI. MOTION – Text Amendment

Mr. Kueny made a motion to recommend Council approve the amended Ordinance. Mr. Mitchell seconded the motion. The motion was unanimously approved, with no further discussion.

VII. OPEN PUBLIC HEARING – Text Amendment

Chair Ed Fuson opened the public hearing: A request by the Planning Director to amend the Zoning Ordinance to add criteria for Special Exceptions.

Mr. Greenwood stated that, by state law, criteria for any special exception must be listed in the Ordinance and followed before a zoning permit may be issued. Mr. Greenwood explained that the Ordinance currently does not list any criteria to follow and, because of that, a zoning permit for any special exception use must be denied. Mr. Greenwood noted that two applicants have been automatically denied. Mr. Greenwood expressed that the city attorney suggested use of general criteria so that future special exception applicants may not be denied due to lack criteria. The general criteria may be used until the Ordinance is amended to add standards for special exceptions. The general criteria states:

The board of zoning appeals shall consider the potential of the proposed use for adverse impact in the community or area as to:

1. Traffic, parking and loading, and vehicular and pedestrian safety;
2. Environmental factors including noise, lights, glare, vibration, fumes, odors, obstruction of air or light, litter, and visual or other nuisances;

3. Aesthetics and character of the area, including the possible need for screening from view;
4. Orientation and spacing of improvements, buildings and structures; and
5. Public safety or the creation of nuisance conditions or the creation of other conditions detrimental to the public interest or likely to result in increased law enforcement response.

VIII. CLOSE PUBLIC HEARING – Text Amendment

Chair Ed Fuson closed the public hearing

IX. MOTION – Text Amendment

Mr. Kueny made a motion to recommend Council approve the amended Ordinance. Mr. Mitchell seconded the motion. The motion was unanimously approved, with no further discussion.

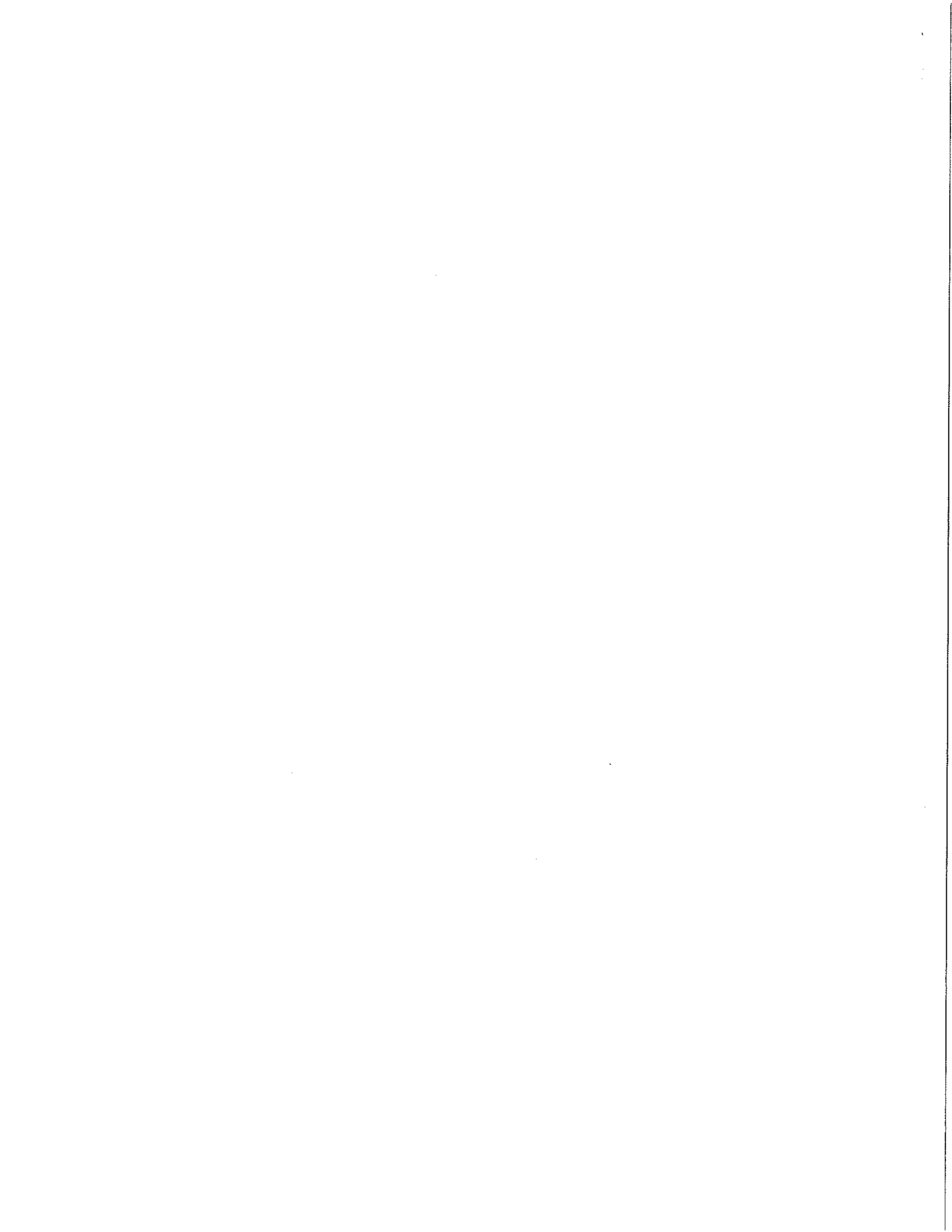
X. OTHER BUSINESS

Mr. Greenwood discussed potential dates for the yearly training.

Mr. Greenwood explained that the Council of Governments has been retained to prepare a draft of the Land Development Regulations. He noted that the first draft is not ready for presentation to the Planning Commission. He explained that staff would like to see more information added to the draft. Mr. Greenwood stated that a draft copy will be forwarded to the Planning Commission for review.

XI. ADJOURNMENT

Mr. Power made a motion to adjourn. Mr. Mitchell seconded the motion. All were in favor.



City of Cayce
Committee Appointments/Reappointments
September 3, 2013

ITEM VI. B.

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

PLANNING COMMISSION – ONE (1) POSITION

Mr. John Raley's term expired in September. Mr. Raley would like to serve again and the Commission has recommended him for reappointment. His reappointment application is attached for Council's review.

CAYCE MUSEUM COMMISSION – ONE (1) POSITION

Mr. Marion Hutson's term expired in September. The Museum Commission does not meet in June, July or August. Their next meeting is September 3, 2013 and Mr. Hutson's reappointment will be discussed at that time and the committee's recommendation placed on the October Council Meeting agenda.

NO COUNCIL ACTION REQUIRED

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

ACCOMMODATIONS TAX COMMITTEE – TWO (2) POSITIONS

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

BEAUTIFICATION BOARD – TWO (2) POSITIONS

There are currently two open positions on the Board.

CAYCE HOUSING AUTHORITY – ONE (1) POSITIONS

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

CONSOLIDATED BOARD OF APPEALS – THREE (3) POSITIONS

Mr. Ron Lawson's term has expired. We have been unable to reach Mr. Lawson by phone. A letter has been sent to Mr. Lawson to inquire about his interest in serving on this Board. No response to the City's letter has been received. Mr. Frank Strange and Mr. Lemuel Knight both passed away recently. There are no recommendations at this time.

PUBLIC SAFETY FOUNDATION – FIVE (5) POSITIONS

Mr. Pound's and Ms. Spires' terms have expired and Council has already postponed these two positions. In checking with all the members of the foundation, Mr. Brice Corbitt has advised he will be unable to serve. Mr. Ohlen White is no longer a resident of the City and Ms. Joan Hoffman's term expired in May and she is unable to serve again at this time.

In summary, we have the following open positions:

District 2 – one position

District 3 – two positions

Mayor – two positions

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



CITY OF CAYCE
COMMITTEE MEMBER APPOINTMENT APPLICATION

Name: John Raley
Home Address: 804 Dogwood Ln City, State, Zip Cayce SC 29083
Telephone: 7944106 E-Mail Address ralerje@bellsoth.net
Resident of Cayce: Yes No Number of Years 60

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

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

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

Work Address

Company: Retired Position _____
Address: _____
City, State, Zip _____ Telephone: _____
Fax: _____ E-Mail _____

Work Experience: Tire Business & Automobile Business

Educational Background: High School

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

Trinity Baptist Church, Edgewood Neighborhood Assoc
Volunteer Work: Pineview Elem. School

Hobbies: Yard, Wood working

Return to:
Mendy Gorder, Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-796-9020 • Fax: 803-796-9072