

Mayor
Elise Partin

Mayor Pro-Tem
Tara S. Almond

Council Members
Phil Carter
Eva Corley
James E. Jenkins

City Manager
Tracy Hegler

Assistant City Manager
James E. Crosland



**City of Cayce
Regular Council Meeting
Wednesday, January 22, 2020
5:00 p.m. – Cayce City Hall – 1800 12th Street
caycesc.gov**

I. Call to Order

- A. Invocation and Pledge of Allegiance

II. Public Comment Regarding Items on the Agenda

III. Proclamations

- A. Approval of Proclamation – School Choice Week

IV. Ordinances

- A. Discussion and Approval of Ordinance 2020-01 Amending Zoning Ordinance Article 4 Applications for Change and/or Relief to Add Language Concerning Appeals of the Board of Zoning Appeals and Reconsiderations of Denied Applications for Change and/or Relief – First Reading

V. Other

- A. Discussion and Approval of Financial Participation Agreement Between the South Carolina Department of Transportation and the City of Cayce for Cayce Avenues Area Drainage Improvement

VI. City Manager's Report

VII. Committee Matters

- A. Appointments and Reappointments
Planning Commission – One (1) Position
- B. Appointment of Council Member to Cayce Public Safety Foundation

VIII. Council Comments

IX. Executive Session

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
- B. Discussion of possible contractual arrangements concerning Lexington County water rates

- C. Discussion of negotiations incident to proposed contractual arrangements regarding proposed Project Eiffel
 - D. Discussion of negotiations incident to proposed contractual arrangements with Lexington School District Two regarding the former Taylor Elementary School property
- 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.



Mayor
Elise Partin

Mayor Pro-Tem
Tara S. Almond

Council Members
Phil Carter
Eva Corley
James E. Jenkins

City Manager
Tracy Hegler

Assistant City Manager
James E. Crosland

PROCLAMATION

WHEREAS, all children in the City of Cayce should have access to the highest quality education possible; and

WHEREAS, the City of Cayce recognizes the important role that an effective education plays in preparing all students in Cayce to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of the City of Cayce; and

WHEREAS, the City of Cayce is home to a multitude of excellent education options from which parents can choose for their children; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, our area has many high-quality teaching professionals who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options; and

THEREFORE, BE IT RESOLVED that I, Elise Partin, Mayor of the City of Cayce, South Carolina, along with fellow members of the Cayce City Council, do hereby proclaim January 26 – February 1, 2020 the City of Cayce School Choice Week.

Dated this 22nd day of January 2020.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, CMC, Municipal Clerk

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Carroll Williamson, Planning and Development Director

Date: January 10, 2020

Subject: First Reading of an Ordinance Amending Zoning Ordinance Article 4 Applications for Change and/or Relief to Add Language Concerning Appeals of the Board of Zoning Appeals and Reconsiderations of Denied Applications for Change and/or Relief

Issue

Council approval is needed for the First Reading of an Ordinance amending Article 4 Applications for Change and/or Relief of the Zoning Ordinance to add language concerning appeals of the Board of Zoning Appeals and reconsiderations of denied applications for change and/or relief.

Discussion

The amendment to the Appeals Section of Article 4 of the Zoning Ordinance is to comply with South Carolina State Code.

The amendment to Section 4.6 of Article 4 is to restrict reconsiderations of decisions concerning change or relief of the same lot or parcel to the Board of Zoning Appeals, Planning Commission and City Council for a period of one year. This one-year restriction was already established in the Zoning Ordinance for City Council, but not the Board of Zoning Appeals and the Planning Commission. This amendment was recommended by the City Attorney and is common language in the Zoning Ordinances of municipalities throughout South Carolina.

The Planning Commission voted on amending Article 4 of the Zoning Ordinance concerning appeals and reconsideration of denied applications at the Planning Commission meeting on November 18, 2019.

Recommendation

The Planning Commission recommends Council approve First Reading of an Ordinance amending Zoning Ordinance Article 4 Applications for Change and/or Relief to add language concerning appeals of the Board of Zoning Appeals and reconsiderations of denied applications for change and/or relief.

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

ORDINANCE 20-01
Amending the Zoning Ordinance Article
4 ("Applications for Change and/or
Relief") to Add Language Concerning
Appeals of the Board of Zoning Appeals
and Reconsiderations of Denied
Applications for Change and/or Relief

WHEREAS, Council has determined that it is in the best interest of the public to amend the Zoning Ordinance Article 4 ("Applications for Change and/or Relief") in certain particulars; and

WHEREAS, the Planning Commission held a regularly scheduled public hearing on this request to receive comments from the public; and

WHEREAS, the Planning Commission met on December 16, 2019, to review public comments and vote on recommending amendment to Article 4 ("Applications for Change and/or Relief") of the Cayce Zoning Ordinance, and decided that they do recommend this amendment,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that Article 4 ("Applications for Change and/or Relief") of the Zoning Ordinance of the City of Cayce is hereby amended as follows:

(1) Step 6 ("Appeals") of Section 4.5 ("Administrative Procedures, Action") is amended to read in its entirety:

"Any person who may have a substantial interest in any decision of the Board of Zoning Appeals or any officer or agent of the appropriate governing authority may appeal from a decision of the Board to the Circuit Court in accord with S.C. Code section 6-29-820."

(2) Section 4.6 ("Reconsideration of Denied Applications") is amended to read in its entirety:

"The Board of Zoning Appeals, Planning Commission or City Council shall not reconsider an application for change or relief if such application requests a change to the same lot, parcel or portion thereof, or a change to the same text of the Ordinance for a period of one year from the date of that body's action on the prior request, unless the body finds that there has been a substantial change in the character of the area or that significant factors or conditions exist which were not considered in previous deliberations by the body."

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

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2020.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

From Zoning Ordinance Section 4.5

Step 6. Appeals

Any person who may have a substantial interest in any decision of the Board of Zoning Appeals ~~or any officer or agent of the appropriate governing authority~~ may appeal ~~from a said decision of the Board to the Circuit Court in accord with S.C. Code section 6-29-820 to the Circuit Court in and for the County of Lexington by filing with the clerk of such court a petition in writing setting forth plainly, fully, and distinctly wherein such decision is contrary to law. Such appeal shall be filed within 30 days after the decision of the Board is rendered.~~

~~An appeal stays all proceedings in furtherance of the action appealed from, unless the Planning Director certifies to the Board, after receiving Notice to Appeal, that by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such cases, proceedings shall not be stayed other than by restraining order of the Board of Appeals or by the court of record.~~

Section 4.6 Reconsideration of Denied Applications

The Board of Zoning Appeals, Planning Commission or City Council shall not reconsider an application for change or relief if such application requests a change to the same lot, parcel or portion thereof, or a change to the same text of the Ordinance for a period of one year from the date of ~~that body's action on Council Action of~~ the prior request, unless the body finds Planning Commission recommends to the City Council that such reconsideration be given, upon a finding by the Commission that there has been a substantial change in the character of the area ~~that significant or evidence or~~ factors or conditions exist which were not considered in previous deliberations by the body. Planning Commission or Council.

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: January 17, 2020

Subject: Financial Assistance Agreement with South Carolina Department of Transportation for Cayce Avenues Area Drainage Improvements

Issue

Council's approval is needed to enter into a Financial Assistance Agreement with South Carolina Department of Transportation (SCDOT) for Cayce Avenues Area Drainage Improvements.

Discussion

The City's 2016 Drainage Study Report, completed by American Engineering, estimates total project costs of \$21,000,000 to address drainage issues in the Avenues area of the City. The City has always taken the position that correcting this issue should be a joint project with other agencies, such as the SCDOT. It has been determined that SCDOT contributes 25% of the storm water discharge to this drainage issue. Therefore, SCDOT will reimburse the City 25% of the incurred project expenses, up to a maximum of \$608,790 in Fiscal Year 2019-2020. The SCDOT has committed \$5.25M over the next three to five years. As that funding becomes available, it will be addressed with a Supplement to this Agreement.

Phase 1 of the City's Drainage Project is already underway with the award of a Rural Infrastructure Authority (RIA) Grant of \$500,000. This phase, which is anticipated to go into construction in late spring early summer, will replace culverts at Axtell Drive, Deliesseline Drive, and Blake Drive. The RIA grant requires a match of \$250,000 from the City, which these SCDOT funds can help fulfill. Remaining SCDOT funds from this fiscal year and future funds will be used on the next phases of improvements in the Avenues area identified in the 2016 Study.

Recommendation

Staff recommends Council enter into a Financial Assistance Agreement with South Carolina Department of Transportation (SCDOT) for Cayce Avenues Area Drainage Improvements.

FPA-

Financial Participation Agreement
Between the
South Carolina Department of Transportation
And the
City of Cayce
(Cayce Avenues Area Drainage Improvement)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) and the City of Cayce (hereinafter referred to as “PARTICIPANT”) (collectively referred to as “Parties”) for the below described Project:

WITNESSETH THAT:

WHEREAS, PARTICIPANT is undertaking a drainage improvement project (hereinafter “Project”); and

WHEREAS, PARTICIPANT has asked for financial assistance from SCDOT; and

WHEREAS, the Project will benefit SCDOT; and

WHEREAS, SCDOT is agreeable to fund a portion of the Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, PARTICIPANT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out PARTICIPANT’S obligations covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and PARTICIPANT do hereby agree as follows:

I. PROJECT DESCRIPTION

PARTICIPANT is undertaking a drainage improvement project in its jurisdiction that will benefit both PARTICIPANT and SCDOT. Additional Project information is included in PARTICIPANT’S Drainage Project Participation Request Form (attached hereto and incorporated herein) submitted to SCDOT under the terms of SCDOT Engineering Directive 48.

II. PROJECT SCOPE

PARTICIPANT is responsible for designing, procuring, and constructing the Project.

PARTICIPANT will submit an encroachment permit application to SCDOT and obtain an Encroachment Permit prior to commencement of any work.

III. FUNDING

PARTICIPANT estimates the total Project cost to be \$21,000,000. It has been determined that SCDOT contributes 25% of the storm water discharge to this drainage issue. Therefore, SCDOT will reimburse the PARTICIPANT 25% of the incurred Project expenses, up to a maximum of \$608,790 in Fiscal Year 2019-2020. If additional funding becomes available in subsequent years, it will be addressed with a Supplement to this Agreement.

SCDOT will make payment to PARTICIPANT for eligible Project costs incurred by PARTICIPANT up to the amount identified above based on valid reimbursement requests or invoices submitted by PARTICIPANT to SCDOT.

All reimbursement requests or invoices must be supported by PARTICIPANT'S financial records. PARTICIPANT will submit reimbursement requests or invoices to SCDOT not more often than monthly.

IV. SCDOT WILL:

- A. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- B. Reimburse PARTICIPANT as indicated in Section III of this Agreement.
- C. To the extent permitted by existing South Carolina law, assume complete responsibility for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in the performance of or participation in the work undertaken under this Agreement.
- D. Accept responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices.
- E. Review and process encroachment permit application to ensure that the PROJECT will adhere to acceptable SCDOT standards.

V. PARTICIPANT WILL:

- A. Provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of the Project.
- B. Update SCDOT as necessary with regards to the status of the Project.
- C. Provide SCDOT with copies of all documents produced for Project upon request.
- D. To the extent permitted by existing South Carolina law, assume complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on PARTICIPANT'S part, or the part of any employee or agent of PARTICIPANT in performance of work undertaken under this Agreement.

VI. GENERAL TERMS

- A. CONFORMITY WITH LAWS. The Parties hereto agree to conform to all SCDOT policies; all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- B. AMENDMENTS. PARTICIPANT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.
- C. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.
- D. TERMINATION. This Agreement may be terminated by either Party upon written notice to the other. If this Agreement is terminated, the Parties will be obligated on a *quantum meruit* basis.
- E. DISPUTES. All claims or disputes shall be filed with SCDOT's Resident Maintenance Engineer (RME). The Parties will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the RME, the Parties may appeal the claim or dispute to the Deputy Secretary for Engineering (DSE). The DSE's decision in the matter shall be final and conclusive for both Parties.
- F. NOTICES. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other

party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the parties as follows:

1. As to SCDOT:
South Carolina Department of Transportation
955 Park Street
Post Office Box 191
Columbia, South Carolina 29202-0191
Attn.: Deputy Secretary for Engineering
2. As to PARTICIPANT:
City of Cayce
1800 12th Street
Cayce, SC 29033
Attn: City Manager

- G. WAIVERS. No waiver of any event of default by SCDOT or PARTICIPANT hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof of the exercise of any other or different right or remedy.
- H. SUCCESSORS AND ASSIGNS. SCDOT and PARTICIPANT each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that no Party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.
- I. BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT and PARTICIPANT, their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- J. SAVINGS CLAUSE. Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect.

- K. EXECUTION IN COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. AUTHORITY TO EXECUTE By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.
- M. ENTIRE AGREEMENT. This Agreement with any attachments constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

FPA-

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

City of Cayce

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Engineering
or Designee

CONCUR:

Deputy Secretary for Finance and Administration

RECOMMENDED BY:

Director of Maintenance

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

COUNCIL ACTION REQUIRED

PLANNING COMMISSION – ONE (1) POSITION

Mr. Chris Kueny's term expires in March 2020. Mr. Kueny has served on the Commission since 2012. His reappointment application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

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

ACCOMMODATIONS TAX COMMITTEE – ONE (1) POSITION

The open position must be filled by someone from the motel industry in Cayce.

CAYCE HOUSING AUTHORITY – ONE (1) POSITION

Mr. Edward Landry no longer lives in the City. There are no recommendations at this time.

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 are no recommendations at this time.

MUSEUM COMMISSION – ONE (1) POSITION

Mr. Leo Redmond resigned therefore there is one open position. There are no recommendations at this time.



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: Chris Kueny

Home Address: 1 Riverland Dr City, State, Zip Cayce SC 29033 Telephone: 803 E-Mail Address _____

Resident of Cayce: Yes { No Number of Years 30

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: Westside Subs Position Owner

Address: 503 Knox Abbott Dr

City, State, Zip Cayce SC 29033 Telephone: _____

Fax: N/A E-Mail congaree22@sc.rr.com

Work Experience: 20 years running Westside Subs

Educational Background: BA UNC-Chapel Hill

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

President, Riverland Park Neighborhood ASSN, Board of Directors Congaree Riverkeeper Weirorama

Volunteer Work: Rescue of SC

Hobbies: Boating, Bird Watching, Chickens

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

City of Cayce
Annual Appointment of Council Members
to City Foundations
January 22, 2020

ITEM VII. B.

COUNCIL ACTION REQUIRED

PUBLIC SAFETY FOUNDATION

Council Member Skip Jenkins is currently serving on the Public Safety Foundation.