

Mayor  
Elise Partin

Mayor Pro-Tem  
Tara S. Almond

Council Members  
Phil Carter  
Eva Corley  
James E. Jenkins

City Manager  
Tracy Hegler



**City of Cayce  
Special Council Meeting  
Wednesday, December 19, 2018  
5:00 p.m. – Cayce City Hall – 1800 12<sup>th</sup> Street  
www.caycesc.gov**

**I. Call to Order**

A. Invocation and Pledge of Allegiance

**II. Public Comment Regarding Items on the Agenda**

**III. Ordinances and Other**

A. Consideration and Approval of Amending Previously Approved Agreements Concerning Electrical Service Rights Between the City and Mid-Carolina Electric Cooperative, Inc. and South Carolina Electric and Gas Company

**IV. City Manager's Report**

**V. Council Comments**

**VI. 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 negotiations incident to proposed contractual matters related to the Waterline Replacement Project
- C. Receipt of legal advice and discussion of negotiations incident to proposed contractual arrangements with Lexington County concerning inclusion of certain property in Joint County Industrial Park
- D. Discussion of possible appointment and employment of municipal court judge

**VII. Reconvene**

**VIII. Possible Actions by Council in follow up to Executive Session**

- A. Discussion and Approval of Ordinance 2018-17 Granting Consent to the Inclusion of Certain Property of Owen Electric Steel Company within the Joint County Industrial Park of Lexington and Calhoun Counties – Second Reading
- B. Other

**IX. Adjourn**

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

**AMENDMENT ONE TO AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS BETWEEN MID-CAROLINA ELECTRIC COOPERATIVE, INC. AND SOUTH CAROLINA ELECTRIC & GAS COMPANY**

This Amendment One to that certain Electric Service Rights Agreement, dated September 19, 2018, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between South Carolina Electric & Gas Company (“SCE&G”), Mid-Carolina Electric Cooperative, Inc. (“Mid-Carolina”), and the City of Cayce (“City”) (collectively, “Parties”).

WHEREAS, SCE&G, Mid-Carolina, and the City are Parties to a certain Electric Service Rights Agreement, dated September 19, 2018; and

WHEREAS, Paragraph 1 of the Electric Service Rights Agreement provides, among other things, that “Mid-Carolina and SCE&G shall enter into Franchise Agreements with the City on December 31, 2018, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day”; and

WHEREAS, December 31, 2018, is New Year’s Eve, and the Parties desire to amend Paragraph 1 to change “December 31, 2018” to “March 29, 2019”;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. In both the first and second “WHEREAS” clauses, the references to “November 15, 2009” are amended to read “November 15, 1999”).
2. Paragraph 1 of that certain Electric Service Rights Agreement, dated September 19, 2018, is hereby amended to read as follows:

Mid-Carolina and SCE&G shall enter into Franchise Agreements with the City on March 29, 2019, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day. The Franchise Agreements shall each have the same effective date, shall each have the same specified term and shall each expire on the same date certain, and any provisions allowing for amendment of the term of the Franchise Agreement shall provide that such amendment, if any, shall apply to each of the Franchise Agreements in the same manner. Five (5) business days prior to execution of the Franchise Agreements, each Party shall be provided with the final versions of the Franchise Agreements for the purpose of determining compliance with the terms of this Electric Service Rights Agreement. If any Party determines that either Franchise Agreement does not comply with the

terms of this Electric Service Rights Agreement, that Party may terminate this Electric Service Rights Agreement at any time prior to execution of the Franchise Agreements.

3. No other terms of that certain Electric Service Rights Agreement, dated September 19, 2018, are hereby amended.
4. This Amendment One will not be amended without the express written consent of all Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Amendment One to be executed on the date first written above.

**[SIGNATURE PAGE FOLLOWING]**

**CITY OF CAYCE**

---

Elise Partin, Mayor

Date

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

---

W. Keller Kissam, President & Chief Operating Officer

Date

**MID-CAROLINA COOPERATIVE, INC.**

---

B. Robert Paulling, Chief Executive Officer

Date

**AMENDMENT ONE TO AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS BETWEEN MID-CAROLINA ELECTRIC COOPERATIVE, INC. AND SOUTH CAROLINA ELECTRIC & GAS COMPANY**

This Amendment One to that certain Electric Service Rights Agreement, dated September 19, 2018, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between South Carolina Electric & Gas Company (“SCE&G”), Mid-Carolina Electric Cooperative, Inc. (“Mid-Carolina”), and the City of Cayce (“City”) (collectively, “Parties”).

WHEREAS, SCE&G, Mid-Carolina, and the City are Parties to a certain Electric Service Rights Agreement, dated September 19, 2018; and

WHEREAS, Paragraph 1 of the Electric Service Rights Agreement provides, among other things, that “Mid-Carolina and SCE&G shall enter into Franchise Agreements with the City on December 31, 2018, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day”; and

WHEREAS, December 31, 2018, is New Year’s Eve, and the Parties desire to amend Paragraph 1 to change “December 31, 2018” to “~~February 28~~March 29, 2019”;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. In both the first and second “WHEREAS” clauses, the references to “November 15, 2009” are amended to read “November 15, 1999”).

1.2. Paragraph 1 of that certain Electric Service Rights Agreement, dated September 19, 2018, is hereby amended to read as follows:

Mid-Carolina and SCE&G shall enter into Franchise Agreements with the City on ~~February 28~~March 29, 2019, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day. The Franchise Agreements shall each have the same effective date, shall each ~~be for a have the same~~ specified term ~~of at least thirty (30) years, and~~ shall each expire on the same date certain, and ~~shall each omit~~ any provisions allowing for amendment of the term of the Franchise Agreement shall provide that such amendment, if any, shall apply to each of the Franchise Agreements in the same manner. Five (5) business days prior to execution of the Franchise Agreements, each Party shall be provided with the final versions of the Franchise Agreements for the purpose of determining compliance with the terms of this Electric Service Rights Agreement. If any Party

determines that either Franchise Agreement does not comply with the terms of this Electric Service Rights Agreement, that Party may terminate this Electric Service Rights Agreement at any time prior to execution of the Franchise Agreements.

2.3. No other terms of that certain Electric Service Rights Agreement, dated September 19, 2018, are hereby amended.

3.4. This Amendment One will not be amended without the express written consent of all Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Amendment One to be executed on the date first written above.

**[SIGNATURE PAGE FOLLOWING]**

**CITY OF CAYCE**

---

Elise Partin, Mayor

Date

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

---

W. Keller Kissam, President & Chief Operating Officer

Date

**MID-CAROLINA COOPERATIVE, INC.**

---

B. Robert Paulling, Chief Executive Officer

Date

STATE OF SOUTH CAROLINA    )                                   **ORDINANCE 2018-17**  
   )                                   **Granting Consent to the Inclusion of Certain**  
 COUNTY OF LEXINGTON        )                                   **Property of Owen Electric Steel Company of**  
   )                                   **South Carolina d/b/a CMC Steel South Carolina**  
 CITY OF CAYCE                )                                   **within the Joint County Industrial Park of**  
   )                                   **Lexington and Calhoun Counties**

**WHEREAS**, South Carolina Code Section 4-1-170, as amended, requires the consent of a municipality for inclusion of property within the municipality into a joint industrial or business park established by participating counties; and

**WHEREAS**, the City of Cayce (the “City”), by Ordinance adopted on June 4, 2002, approved the inclusion of certain portions of property of the entity then known as Owen Electric Steel Company of South Carolina d/b/a SMI Steel South Carolina (“SMI Steel”) located within the geographical limits of the City into the Joint County Industrial Park of Lexington County and Calhoun County (the “Park”); and

**WHEREAS**, the City, by Ordinance adopted on February 3, 2009, approved the inclusion of additional property of SMI Steel into the Park; and

**WHEREAS**, the successor entity to SMI Steel, now known as Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina, and its affiliated companies, CMC Steel Fabricators, Inc. d/b/a CMC Joist and Deck and CMC Steel Southern Post (collectively, “CMC Steel”), have acquired certain additional property located within the geographical limits of the City for a planned expansion and also would like to have that property included in the Park (the “New Property”); and

**WHEREAS**, CMC Steel has entered into a new Fee Agreement, dated as of November 13, 2018, with Lexington County (the “County”) which, among other things, includes the additional portions of property of CMC Steel located within the City into the Park, as indicated on the attached Exhibit A; and

**WHEREAS**, as a condition of the City’s consent to the inclusion of the new CMC Steel property into the Park, the City and the County have entered or will enter into a binding intergovernmental agreement (the “Intergovernmental Agreement”) concerning the distribution to the City by the County of a portion of fee-in-lieu of *ad valorem* property taxes (the “Fees”) related to the New Property, ; such amount to be negotiated and determined by the City Manager; and

**WHEREAS**, the City, subject to the circumstances and conditions described in the foregoing recital, now wishes to grant its consent, pursuant to S.C. Code Section 4-1-170, as amended, to to the inclusion of the New Property into the Park.

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

(1) The City, subject to the execution and delivery of the Intergovernmental Agreement under the terms recited in the findings above, hereby consents to inclusion within the Park of that portion of the property of SMI Steel and/or CMC Steel and any affiliates located within the City which is described in Exhibit A attached hereto. Absent the execution and delivery of Intergovernmental Agreement on the terms authorized and approved by the City Manager as permitted in Section 2 below, the City's consent to the Park is expressly withheld.

(2) The City is authorized to enter into the Intergovernmental Agreement, pertaining to the development of the Park and the terms and conditions under which the County will distribute Fees to the City. The City Manager is authorized to execute the Intergovernmental Agreement and the City Clerk is authorized to attest the same. The City Manager is authorized to deliver the Intergovernmental Agreement to the City and the County. The consummation of the transactions and undertakings described in the Intergovernmental Agreement and such additional transactions and undertakings as may be determined by the City Manager to be necessary or advisable in connection therewith, are hereby approved. In connection with the execution and delivery of the Intergovernmental Agreement, the City Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as she shall deem necessary or advisable.

(3) The City's consent, subject to the conditions recited herein, is limited to the New Property. This Ordinance is not intended to and does not operate to grant the consent of the City to the inclusion within the Park of any other property of CMC Steel or any other entities or properties.

(4) In connection with the creation of the Park and the execution and delivery of the Intergovernmental Agreement, the Mayor, the City Manager and the City Clerk are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he/she shall deem necessary or advisable to effect the intent of this Ordinance.

(5) If any part of this Ordinance is unenforceable, the remainder is unaffected.

(6) This Ordinance shall take effect upon the second reading approval .

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_,  
2018.

\_\_\_\_\_  
Elise Partin, Mayor

**ATTEST:**

\_\_\_\_\_  
Mendy C. Corder, CMC, Municipal Clerk

First Reading: \_\_\_\_\_

Second reading and enactment: \_\_\_\_\_

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

EXHIBIT A

DESCRIPTION OF PROPERTY

TMS Nos:

005768-02-011

005797-02-007

005768-01-001, 002, 003, 004, 005, 006, 008, 009, 010, and 011



Frink St

Foreman St

Taylor St

New State Rd

Darden St

Taylor Ln

12th Street Ext

Allen St

005797-02-007

005768-01-001

005768-01-011

005768-01-004

005768-01-008

005768-01-003

005768-01-006

005768-01-005

005768-01-009

005768-01-010

005768-01-002

005768-02-011

<p><b>STATE OF SOUTH CAROLINA</b></p> <p><b>COUNTY OF LEXINGTON</b></p> <p><b>CITY OF CAYCE</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>ORDINANCE 2018-17</b></p> <p><b>Granting Consent to the Inclusion of Certain</b></p> <p><b>Property of Owen Electric Steel Company of</b></p> <p><b>South Carolina d/b/a CMC Steel South Carolina</b></p> <p><b>within the Joint County Industrial Park of</b></p> <p><b>Lexington and Calhoun Counties</b></p>
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**WHEREAS**, South Carolina Code Section 4-1-170, as amended, requires the consent of a municipality for inclusion of property within the municipality into a joint industrial or business park established by participating counties; and

**WHEREAS**, the City of Cayce (the “City”), by Ordinance adopted on June 4, 2002, approved the inclusion of certain portions of property of the entity then known as Owen Electric Steel Company of South Carolina d/b/a SMI Steel South Carolina (“SMI Steel”) located within the geographical limits of the City into the Joint County Industrial Park of Lexington County and Calhoun County (the “Park”); and

**WHEREAS**, the City, by Ordinance adopted on February 3, 2009, approved the inclusion of additional property of SMI Steel into the Park; and

**WHEREAS**, the successor entity to SMI Steel, now known as Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (~~“CMC Steel”~~), and ~~the it’s~~ affiliated companies, CMC Steel Fabricators, Inc. d/b/a CMC Joist and Deck and CMC Steel Southern Post (collectively, “CMC Steel”), have acquired certain additional property located within the geographical limits of the City for a planned expansion and also would like to have that property included in the Park (the “New Property”); and

**WHEREAS**, CMC Steel has entered into a new Fee Agreement, dated as of November 13, 2018, with Lexington County (the “County”) which, among other things, includes the additional portions of property of CMC Steel ~~and/or its affiliates~~ located within the City into the Park, as indicated on the attached Exhibit A; and

**WHEREAS**, as a condition of the City’s consent to the inclusion of the new CMC Steel property into the Park, the City and the County have entered or will enter into a binding intergovernmental agreement (the “Intergovernmental Agreement”) concerning ~~(1) the distribution to the City by the County of the City’s~~ portion of fee-in-lieu of *ad valorem* property taxes (the “Fees”) ~~for all property of SMI Steel and/or CMC Steel and any affiliates included in the Park related to the New Property, and (2) subject to mutually acceptable conditions on the revenue disbursement schedule; such amount to be negotiated and determined by the City Manager~~; and

**WHEREAS**, the City, subject to the circumstances and conditions recited herein described in the foregoing recital, now wishes to grant its consent, pursuant to S.C. Code Section 4-1-170, as amended, to the amendments to the inclusion of the New Property into the Park.

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

(1) The City, subject to the execution and delivery of the Intergovernmental Agreement under the terms recited in the findings above, hereby consents to inclusion within the Park of that portion of the property of SMI Steel and/or CMC Steel and any affiliates located within the City which is described in Exhibit A attached hereto. Absent the execution and delivery of Intergovernmental Agreement on the terms authorized and approved by the City Manager as permitted in Section 2 below, the City's consent to the Park is expressly withheld.

(2) The City is authorized to enter into the Intergovernmental Agreement, pertaining to the development of the Park and the terms and conditions under which the County will distribute Fees ~~to the City and the County TIF Revenues~~. The ~~Mayor-City Manager~~ is authorized to execute the Intergovernmental Agreement and the City Clerk is authorized to attest the same. The City Manager is authorized to deliver the Intergovernmental Agreement to the City and the County. The consummation of the transactions and undertakings described in the Intergovernmental Agreement and such additional transactions and undertakings as may be determined by the City Manager to be necessary or advisable in connection therewith, are hereby approved. In connection with the execution and delivery of the Intergovernmental Agreement, the City Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as ~~he~~/she shall deem necessary or advisable.

(3) The City's consent, subject to the conditions recited herein, is limited to the New Property. This Ordinance is not intended to and does not operate to grant the consent of the City to the inclusion within the Park of any other property of CMC Steel ~~or its affiliates~~ or any other entities or properties.

(4) In connection with the creation of the Park and the execution and delivery of the Intergovernmental Agreement, the Mayor, the City Manager and the City Clerk are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he/she shall deem necessary or advisable to effect the intent of this Ordinance.

(5) If any part of this Ordinance is unenforceable, the remainder is unaffected.

(6) This Ordinance shall take effect upon the ~~later of~~ second reading approval ~~or proper execution by the County of the Intergovernmental Agreement~~.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_,  
2018.

\_\_\_\_\_  
Elise Partin, Mayor

**ATTEST:**

\_\_\_\_\_  
Mendy C. Corder, Municipal Clerk

First Reading: \_\_\_\_\_

Second reading and enactment: \_\_\_\_\_

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