

Mayor Elise Partin	Mayor Pro-Tem James E. Jenkins	Council Members Tara S. Almond Phil Carter Eva Corley	City Manager Rebecca Vance	Asst. City Manager Shaun M. Greenwood
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**City of Cayce
Special Council Meeting
Tuesday, November 21, 2017
5:00 p.m. – Cayce City Hall – 1800 12th 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 Resolutions

- A. Discussion and Approval of Ordinance 2017-13 Amending the Development Agreement with Lexington County School District Two for Land Use Development of Brookland Cayce High School – Second Reading
- B. Discussion and Approval of Ordinance 2017-14 Repealing the Temporary Moratorium on Special Exceptions under Zoning Ordinance Section 9.8 for Parking and Storage of Campers, Recreational Vehicles or Boats in Front or Side Yards in Residential Districts – Second Reading
- C. Discussion and Approval of Ordinance 2017-15 Amending City Code Section 12-153 (“Provision for Reimbursement”) of the Incentive Reimbursement Grant Program for Insurance Companies with Corporate Headquarters in the City – First Reading
- D. Consideration and Approval of Resolution Approving Amendment to Settlement Agreement with Lexington County School District Two

IV. City Manager’s Report

V. Committee Matters

- A. Appointments and Reappointments
Events Committee – One (1) Position

VI. Council Comments

VII. 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 arrangements relating to an agreement with SCE&G for relocation services and other work in progress

VIII. Reconvene

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

X. Adjourn

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

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Carroll Williamson, Planning and Development Director

Date: November 16, 2017

Subject: Second Reading of an Ordinance to amend the Development Agreement between the City of Cayce and Lexington County School District Two for additional property and land use development of Brookland-Cayce High School

ISSUE

Council approval is needed for the Second Reading of an Ordinance to amend the development agreement with Lexington County School District Two for additional property and land use development of Brookland-Cayce High School (BCHS).

BACKGROUND/DISCUSSION

In January, 2013, City Council and Lexington County School District Two entered into a development agreement. This agreement dictates the terms under which BCHS can facilitate further development. In December 2016, Lexington County School District Two purchased 613 Knox Abbott Drive (TMS# 004649-01-011) and City Council rezoned the parcel from C-3 to DAD (Development Agreement District). The School District has plans to build an indoor sports arena on this new property. This property and the use of an indoor sports arena are not included in the current development agreement.

The proposed changes are a major modification of the language in the agreement, which requires a Public Notice and Public Hearing. The Public Notice was advertised on October 19. The amendment will adopt a new Exhibit A Legal Description, Exhibit B Background Information, Exhibit C Site Analysis, Exhibit E Internal Landscaping Plan of the existing stadium, Exhibit F Architectural Renderings of the indoor sports arena, and Exhibit G Internal Landscaping Plan for the indoor sports arena.

RECOMMENDATION

Staff recommends Council approve Second Reading of an Ordinance to amend the development agreement with Lexington County School District Two for additional property and land use development of Brookland-Cayce High School.

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

ORDINANCE 2017-13
 Amending the Development
 Agreement with Lexington County
 School District Two for Land Use
 Development of Brookland-Cayce
 High School

WHEREAS, Lexington County School District Two (“the School District”) and the City previously entered into a Development Agreement concerning land use development of Brookland-Cayce High School, and the Development Agreement was approved by Ordinance adopted February 5, 2013, and subsequently was amended by Ordinances adopted on July 2, 2013, and December 3, 2013; and

WHEREAS, the School District now desires to alter certain portions of the Agreement as provided for in the attached revised and substituted Development Agreement, principally, so as to reflect the School District’s plans for construction of a new indoor sports arena abutting Knox Abbott Drive; and

WHEREAS, the Council approves of the alterations and the revised and substituted Development Agreement,

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

1. The revised and substituted Brookland-Cayce High School Development Agreement between Lexington County School District Two and the City of Cayce is approved and authorized in the form attached hereto or in substantially similar form with such changes as may be agreed upon by the time of second reading of this Ordinance.

2. The Mayor is authorized to sign the revised and substituted Brookland-Cayce High School Development Agreement on behalf of the City.

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

DONE IN MEETING DULY ASSEMBLED, this ____ day of _____, 2017.

 Elise Partin, Mayor

ATTEST:

 Mendy C. Corder, Municipal Clerk

First Reading: _____

Second reading and adoption: _____

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

BROOKLAND-CAYCE HIGH SCHOOL
DEVELOPMENT AGREEMENT
BY AND BETWEEN

LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA

Adopted February 5, 2013
Amended November 7, 2017 Prepared by:
~~S. Jahue Moore, Esquire~~
~~Amber Cary Fulmer, Esquire~~
~~M. Brooks Biediger, Esquire~~
~~Moore, Taylor, & Thomas, P.A.~~
~~1700 Sunset Boulevard~~
~~West Columbia, SC 29169~~

DEVELOPMENT AGREEMENT
BY AND BETWEEN
LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA

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EXHIBITS

- Exhibit A** Legal Description ~~of Real Property and Boundary Map.~~
- Exhibit B** Background Information for Brookland-Cayce High School as amended 2017.
- Exhibit C** Site Analysis Plat of Brookland-Cayce High School prepared by Jumper Carter Sease Architects as amended 2017.
- Exhibit D** Architectural Renderings of the Stadium as provided by Jumper Carter Sease Architects dated September 14, 2012.
- Exhibit E** Internal Landscaping Plan for the Athletic Stadium provided by Jumper Carter Sease Architects as amended 2013.
- Exhibit F** Architectural Renderings of the Indoor Sports Arena as provided by Jumper Carter Sease Architects dated 2017
- Exhibit G** Internal Landscaping Plan for the Indoor Sports Arena provided by Jumper Carter Sease Architects dated 2017.

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This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ____ day of _____, ~~2013~~ 2017 (the "Effective Date"), by and between Lexington County School District Two, a South Carolina public school district ("Property Owner"), and the City of Cayce, a political subdivision of the State of South Carolina (the "City"). The City and Property Owner are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties."

RECITALS

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables municipalities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
- II. Pursuant to the Act, the City conducted public hearings regarding its consideration of the original this Agreement on January ~~16~~, 2013, and on _____, February 5, 2013, and this amended agreement on November 7, 2017, after publishing and announcing notice, in accordance with the Act and the City's current development and zoning ordinances.
- III. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement, execute all necessary documents, and to act reasonably and expeditiously in all performances required under the Agreement.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. Legal Description of the Property: The property subject to this Agreement currently consists of approximately ~~twenty six and eighth tenths~~ twenty-nine and eight hundred ninety-seven thousandths (26.829.897) acres of highland. A legal description of the Property is set forth in Exhibit A. The parcel included in this legal description, along with any other parcel which is reasonably construed to be included in this DAD shall be the property subject to this Agreement. The boundary lines of this property are shown on ~~the Boundary Map in Exhibit A and on~~ the site analysis contained in Exhibit C. A background of the property is contained in Exhibit B. The Property Owner may notify the City from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the City Clerk provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10 et seq.

2. Duration of Agreement and Time for Development: In accord with S.C. Code Section 6-31-40, the term of this Agreement is not to exceed five years.

~~a.~~ The Property Owner projects that by the year 2014 (one year) the construction of the athletic stadium ("the Project") should be substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) in 2014. Once constructed, the right to use the property for its intended and designated use shall be vested. The intent of the Parties is that the stadium will be a multi-sport and multi-use athletic stadium as further described in Paragraph 8 on pages 7 and 8 of this Agreement. The City may extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.

~~2-b.~~ The property owner projects that by the year 2020 the construction of the indoor sports arena should be substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses). Once constructed, the right to use the property for its intended and designated use shall be vested. The intent of the Parties is that the arena will be a multi-sport and multi-use indoor sports arena as further described in Paragraph 8 of this agreement. The City may

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extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.

3. Parties. Parties to this Agreement are the Property Owner and the City. The legal and equitable owner of the property is Lexington County School District Two.

a. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes "state action" for any purposes.

b. Intent of the Parties. The City and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The City and the Property Owner are entering in to this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10 et seq.

4. Consistency with the City's Comprehensive Plan and development and zoning ordinances. This Agreement is consistent with the City's Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and current development and zoning ordinances. Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the current development and zoning ordinances, the standard set forth in the current development and zoning ordinances and the standard set forth in this Agreement shall, to the extent possible, be considered in *pari materia* to give effect to both the current development and zoning ordinances and *this Agreement*; provided, however, that in the event of a conflict, and subject to the provisions of Section 6-31-80, the standards set forth in this Agreement shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or current development and zoning ordinances is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to City Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

5. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this

Agreement only after allowing procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the City as referenced in Section 6-31-145.

6. Applicable Land Use Regulations.

(a) Applicable Laws and development and zoning ordinances. Except as otherwise provided by this Agreement or by Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement. The City shall not apply subsequently adopted Laws and development and zoning ordinances to the Development of the Real Property or the Project unless the City has held a public hearing and has determined: (1) the proposed, subsequent Laws or development and zoning ordinances are not in conflict with the Laws or development and zoning ordinances governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or development and zoning ordinances are essential to the public health, safety, or welfare and the proposed, subsequent Laws or development and zoning ordinances expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or development and zoning ordinances are specifically anticipated and provided for in this Agreement; (4) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the City which it, in Property Owner's sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the current development and zoning ordinances.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development and Use of the Real Property.

7. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, or should they be construed

in any way, to alter or amend in any way the rights, duties and privileges of the City to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that laws applicable to the Development of the Real Property shall be subject to Section 6(a).

8. Permitted Uses. The permitted uses in this zoning district shall include the following:

- a. A Comprehensive High School identified in the NAICS Manual as 6111, Secondary Schools. The following specific uses are permitted:
 - i. Instructional classrooms, laboratories, and vocational training;
 - ii. Media service facilities;
 - iii. Fine arts facilities;
 - iv. Food service operations;
 - v. Gymnasiums;
 - vi. Physical education facilities;
 - vii. Auditoriums;
 - ~~viii, ix.~~ Indoor sports arena;
 - ~~xiii, ix.~~ ROTC classrooms and drill areas;
 - ~~ix, x.~~ Athletic facilities and practice fields for sports such as soccer, basketball, football, band practice, baseball fields, softball fields, tennis courts, swimming; with field houses, ticket booths, concession stand sales and storage;
 - ~~x, xi.~~ Bus loading and unloading areas;
 - ~~xi, xii.~~ Student drop-off and pick up areas
 - ~~xii, xiii.~~ Administrative facilities;
 - ~~xiii, xiv.~~ Off-street parking for students and faculty;
 - ~~xiv, xv.~~ Any related uses customarily part of or incidental to the operation of a comprehensive high school;
 - ~~xv, xvi.~~ Any facilities as noted in section 1 above that exceed seating or holding capacity of two (2) times the projected enrollment of the school shall be deemed a "spectator sport" as designated in NAICS 7112 and appropriate safeguards shall be required such as additional parking, screening and safeguards to prevent encroachment onto adjacent properties not under the control of the school. Any use of a "spectator sport" facility shall relate to activities of high school students and shall not include professional entertainment or sporting activities.

b. Density and Seating Capacity. Building coverage shall not exceed 40 percent of the land area. Seating capacity of the largest assembly area shall not exceed 5000 people.

c. Building Development Standards. The criteria for development standards shall be in accordance with Section 6.10-3 and shall be as follows:

a. Applicable to Knox Abbott Drive: Walkways shall be provided between the building entrance and the sidewalk. No portion of the building constructed of unadorned masonry or metal siding shall front on or face Knox Abbott Drive. The colors of the structures shall be consistent with the character of development, and all service utility lines shall be placed underground.

d. Buffers, Fencing, Signage, and Landscaping.

a. Buffers: The required setback area (yard) shall be completely landscaped, in accord with the Guidelines contained in Article 10.

b. Fencing: The wall facing Knox Abbott Drive shall feature a brick work and black iron work gates, consistent with existing architecture and in accordance with the architectural renderings attached as Exhibit D, and shall serve as an entry and exit for emergency response vehicles and opposing athletic teams.

c. Signage: Signage shall be in accord with the requirements for signage in the C-3 District, except that advertising signs shall be limited to outfield fences and scoreboards, existing signs shall not be expanded in height, area or characteristics, and any signage, either fronting, facing or visible from adjacent Public Right-of-Way shall conform to the predominate signage criteria or zoning of the immediate adjacent and/or contiguous area.

e.d. Landscaping: All internal landscaping pertaining to the athletic stadium shall conform to the landscape plan attached as Exhibit E. All internal landscaping pertaining to the Indoor Sports Arena shall conform to the landscape plan attached as Exhibit G.

e. Building Intensities and Heights:

a. Fencing: The fencing shall conform to the fencing pattern shown on the architectural plans attached as Exhibit D. The fencing shall feature brick

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with iron work detail and shall be aesthetically consistent with the existing architecture.

b. Stadium: The stadium shall be constructed in a manner consistent with the existing architecture, not to exceed a height of forty five feet (45') on the property and in accordance with the architectural renderings attached as Exhibit D.

c. Lighting: On-site security and safety lighting will conform to the lighting plan which is part of the Site Development Plan. Fixtures will not be more than 25 feet in height. On-site lighting for athletic events will conform to the standards of the South Carolina High School League but will not exceed eighty feet in height. The stadium shall feature environmentally efficient lighting and light structures. The lighting will be "green" athletic field lighting which reduces light spillage by 50%. This type of lighting will provide innovative photometric improvements of the pole top luminary which will result in substantially more efficient light control. All lighting shall be shielded to direct the light internally and away from off-site properties.

d. Press Box: The press box shall conform to the architectural rendering attached as Exhibit D.

~~d.e.~~ Indoor Sports Arena- The indoor sports arena shall conform to the architectural rendering attached as Exhibit D.

f. Traffic Considerations: Pedestrian circulation shall conform to the pedestrian circulation pattern shown on the attached architectural plans. Vehicular circulation shall conform to the circulation pattern shown in the attached architectural plans. Speed bumps may be installed on internal driveways if deemed necessary to public safety by the owner. Upon completion of the plan, vehicular traffic shall not be permitted from the Knox Abbot Drive frontage, with the exception of the gates used for the entry and exit for opposing athletic teams and emergency vehicles. The City Department of Public Safety shall be granted keys and codes to all access points for public safety purposes.

g. Parking and Loading: Off-street parking and loading shall be as shown on the Master Site Plan which is the site analysis map attached to this Agreement as Exhibit C. The number of off-street parking spaces will be at least the number required by the Cayce Zoning Ordinance for Secondary Schools, i.e. (5) per classroom plus ten (10) administrative spaces. The standard would require 387 off-street spaces. With the completion of the Master Site Plan, the total off-street parking spaces will be 513. Overflow parking, when required by occasional special events, will be accommodated on

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the open spaces on the site such as outfields, practice areas, and other practical areas. These areas will accommodate an additional 452 spaces when necessary which will bring the total on-site/off-street parking spaces to 965 spaces. In accord with Section 6.6, Table 2, of the Zoning Ordinance, the total number of on-site/off-street parking spaces for special events shall be no less than 965 spaces. These spaces shall be as shown and defined on the attached Exhibit C.

Off-site parking while not included in the minimum spaces required by the Agreement, includes approximately 200 spaces south of Knox Abbott Drive that are customarily used for major events such as the functions held at the athletic stadium which has the largest seating capacity on the campus of 5000 people. Off-site parking that is obtained by license, permit or other written agreement may be utilized for any required parking.

h. Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs.

9. Public Facilities: All service utility lines shall be placed underground. All other public facilities shall be constructed in accordance with all applicable building codes, regulations, and public health and safety requirements.
10. Reservation or Dedication of Land for Public Use: Any reservation or dedication of the property for public purposes and any required or permitted environmental protection provision shall be determined by the parties. If necessary, an environmental impact study may be required.
11. Environmental Protection Provisions: The Property Owner agrees to construct and maintain the property and structures in accordance with all applicable Department of Health and Environment Control requirements.
12. Local Permits: The Property Owner will procure any necessary and required permits from the County of Lexington, City of Cayce, Department of Health and Environmental Control, OSF, and any other necessary governmental agencies. Failure to list and procure a permit does not relieve the Property Owner from complying with law.
13. Development: Development shall be consistent with the Master Site Plan, the City of Cayce's Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and development and zoning ordinances. If at any time the proposed development is determined to not be in compliance with the above, no action can

be taken by Property Owner until such time as the Plan is amended by Planning Commission and City Council action.

14. Conditions for Public Health, Safety, and Welfare: All facilities shall be constructed to meet all applicable health, safety, and building codes regulating the public health, safety, and welfare.
15. Historic Preservation Provisions: All characteristics of the new facility shall be developed to be consistent with the existing architecture and all applicable existing historic preservation provisions to ensure the preservation and/or restoration of historic structures.
16. Administration of Agreement: The City of Cayce, South Carolina shall be responsible for the overall administration of this agreement.
17. Provision for Application of Anticipated New Laws: Property Owner and the City will continue to develop the DAD in anticipation for any new laws, and both agree to cooperate in the revision of the Agreement to accommodate all new laws and regulations.
18. Procedures for Periodic Review: The City Manager or the designee of the City Manager shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.
 - a. Notice of Breach: If, as a result of its periodic review or at any other time, the City finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.
 - b. Termination: If the Property Owner fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided, that the City has first given the Property Owner the opportunity: (1) to rebut the City's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations.
19. Procedures for Notice of Breach and Termination

- a. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.
- b. Severability. Subject to the Provisions of Section 6-31-150 if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- c. Merger: This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.
- d. Actions by Third Parties: In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.
- e. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
- f. Remedies. Each Party recognizes that the other party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the City of Property Owner's Fifth Amendment rights. The City will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Property Owner, and further agrees that no limited partner, member or agent of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the

City's assets as to any rights it may have against the City under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the City, its City Council members, agencies, boards, or commissions.

- g. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with Lexington County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.
- h. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

20. City Approval of Agreement. The City Council must approve the Agreement under the process set forth in Section 6-31-50 of the Act.

21. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, said document to be in recordable form and provided to the City at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This Agreement shall also be binding on the City and all future City Councils for the duration of this Agreement, even if the City Council members change.

22. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit C attached

hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(d) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation contained herein.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(f) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City: Rebecca Vance, City Manager
1800 12th St. Ext
Cayce, SC 29033

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With copies to: City Council
1800 12th St. Ext
Cayce, SC 29033

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To the Property Owner:

With copy to:

(g) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

SIGNATURES

WITNESS AS TO BOARD:

LEXINGTON COUNTY SCHOOL
DISTRICT TWO BOARD OF TRUSTEES

By: _____

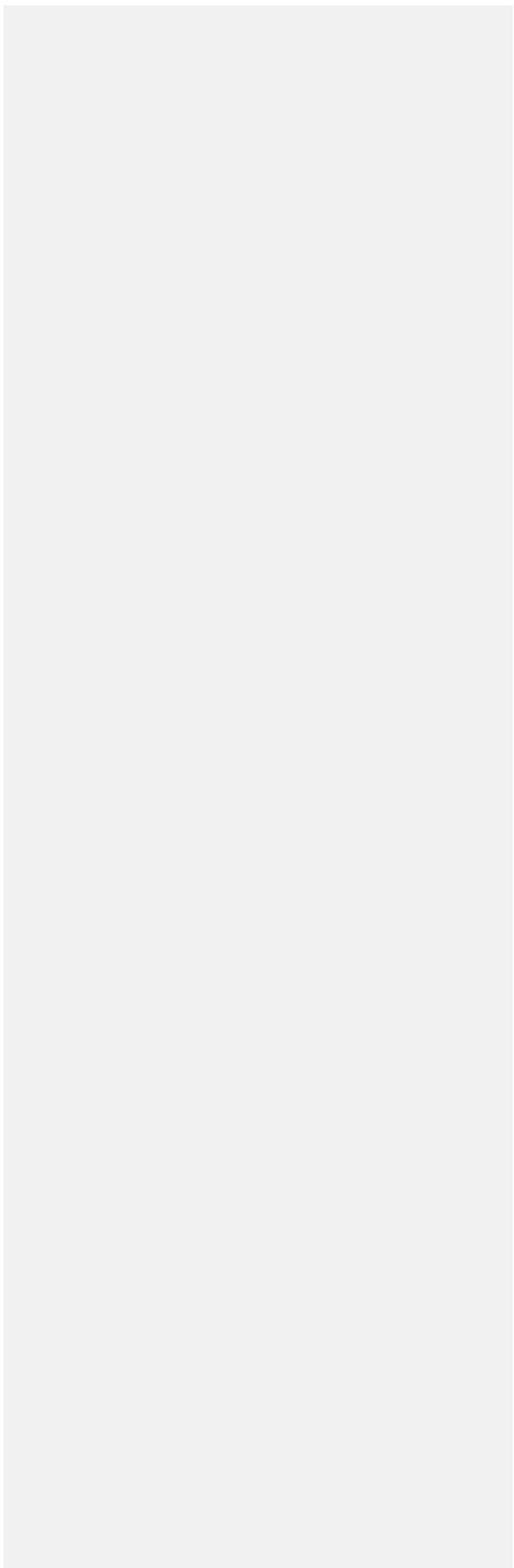
~~William H. Bingham, Jr.~~
Chair

WITNESS AS TO COUNCIL:

CITY COUNCIL OF THE
CITY OF CAYCE

By: _____

Mayor



BROOKLAND-CAYCE HIGH SCHOOL
DEVELOPMENT AGREEMENT
BY AND BETWEEN

LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA

Adopted February 5, 2013
Amended November 7, 2017

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA**

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EXHIBITS

- Exhibit A** Legal Description of Real Property.
- Exhibit B** Background Information for Brookland-Cayce High School as amended 2017.
- Exhibit C** Site Analysis Plat of Brookland-Cayce High School prepared by Jumper Carter Sease Architects as amended 2017.
- Exhibit D** Architectural Renderings of the Stadium as provided by Jumper Carter Sease Architects dated September 14, 2012.
- Exhibit E** Internal Landscaping Plan for the Athletic Stadium provided by Jumper Carter Sease Architects as amended 2013.
- Exhibit F** Architectural Renderings of the Indoor Sports Arena as provided by Jumper Carter Sease Architects dated 2017
- Exhibit G** Internal Landscaping Plan for the Indoor Sports Arena provided by Jumper Carter Sease Architects dated 2017

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ____ day of _____, 2017 (the "Effective Date"), by and between Lexington County School District Two, a South Carolina public school district ("Property Owner"), and the City of Cayce, a political subdivision of the State of South Carolina (the "City"). The City and Property Owner are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties."

RECITALS

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables municipalities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
- II. Pursuant to the Act, the City conducted public hearings regarding its consideration of the original Agreement on January 16, 2013, and on February 5, 2013, and this amended agreement on November 7, 2017, after publishing and announcing notice, in accordance with the Act and the City's current development and zoning ordinances.
- III. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement, execute all necessary documents, and to act reasonably and expeditiously in all performances required under the Agreement.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. Legal Description of the Property: The property subject to this Agreement currently consists of approximately twenty-nine and eight hundred ninety-seven thousandths (29.897) acres of highland. A legal description of the Property is set forth in Exhibit A. The parcel included in this legal description, along with any other parcel which is reasonably construed to be included in this DAD shall be the property subject to this Agreement. The boundary lines of this property are shown on the site analysis contained in Exhibit C. A background of the property is contained in Exhibit B. The Property Owner may notify the City from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the City Clerk provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10 et seq.

2. Duration of Agreement and Time for Development: In accord with S.C. Code Section 6-31-40, the term of this Agreement is not to exceed five years.

- a. The construction of the athletic stadium (“the Project”) was substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) in 2014. Once constructed, the right to use the property for its intended and designated use was vested. The intent of the Parties is that the stadium will be a multi-sport and multi-use athletic stadium as further described in Paragraph 8 on pages 7 and 8 of this Agreement. The City may extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.
- b. The property owner projects that by the year 2020 the construction of the indoor sports arena should be substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses). Once constructed, the right to use the property for its intended and designated use shall be vested. The intent of the Parties is that the arena will be a multi-sport and multi-use indoor sports arena as further described in Paragraph 8 of this agreement. The City may extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.

3. Parties. Parties to this Agreement are the Property Owner and the City. The legal and equitable owner of the property is Lexington County School District Two.

- a. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes "state action" for any purposes.
- b. Intent of the Parties. The City and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The City and the Property Owner are entering in to this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10 et seq.

4. Consistency with the City's Comprehensive Plan and development and zoning ordinances. This Agreement is consistent with the City's Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and current development and zoning ordinances. Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the current development and zoning ordinances, the standard set forth in the current development and zoning ordinances and the standard set forth in this Agreement shall, to the extent possible, be considered in *pari materia* to give effect to both the current development and zoning ordinances and *this Agreement*; provided, however, that in the event of a conflict, and subject to the provisions of Section 6-31-80, the standards set forth in this Agreement shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or current development and zoning ordinances is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to City Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

5. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after allowing procedures required by S.C. Code Section 6-31-10, et seq.

This Agreement shall not be construed to create a debt of the City as referenced in Section 6-31-145.

6. Applicable Land Use Regulations.

(a) Applicable Laws and development and zoning ordinances. Except as otherwise provided by this Agreement or by Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement. The City shall not apply subsequently adopted Laws and development and zoning ordinances to the Development of the Real Property or the Project unless the City has held a public hearing and has determined: (1) the proposed, subsequent Laws or development and zoning ordinances are not in conflict with the Laws or development and zoning ordinances governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or development and zoning ordinances are essential to the public health, safety, or welfare and the proposed, subsequent Laws or development and zoning ordinances expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or development and zoning ordinances are specifically anticipated and provided for in this Agreement; (4) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the City which it, in Property Owner's sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the current development and zoning ordinances.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development and Use of the Real Property.

7. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, or should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the City to

exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that laws applicable to the Development of the Real Property shall be subject to Section 6(a).

8. Permitted Uses. The permitted uses in this zoning district shall include the following:

- a. A Comprehensive High School identified in the NAICS Manual as 6111, Secondary Schools. The following specific uses are permitted:
 - i. Instructional classrooms, laboratories, and vocational training;
 - ii. Media service facilities;
 - iii. Fine arts facilities;
 - iv. Food service operations;
 - v. Gymnasiums;
 - vi. Physical education facilities;
 - vii. Auditoriums;
 - viii. Indoor sports arena;
 - ix. ROTC classrooms and drill areas;
 - x. Athletic facilities and practice fields for sports such as soccer, basketball, football, band practice, baseball fields, softball fields, tennis courts, swimming; with field houses, ticket booths, concession stand sales and storage;
 - xi. Bus loading and unloading areas;
 - xii. Student drop-off and pick up areas
 - xiii. Administrative facilities;
 - xiv. Off-street parking for students and faculty;
 - xv. Any related uses customarily part of or incidental to the operation of a comprehensive high school;
 - xvi. Any facilities as noted in section 1 above that exceed seating or holding capacity of two (2) times the projected enrollment of the school shall be deemed a "spectator sport" as designated in NAICS 7112 and appropriate safeguards shall be required such as additional parking, screening and safeguards to prevent encroachment onto adjacent properties not under the control of the school. Any use of a "spectator sport" facility shall relate to activities of high school students and shall not include professional entertainment or sporting activities.

- b. Density and Seating Capacity. Building coverage shall not exceed 40 percent of the land area. Seating capacity of the largest assembly area shall not exceed 5000 people.
- c. Building Development Standards. The criteria for development standards shall be in accordance with Section 6.10-3 and shall be as follows:
 - a. Applicable to Knox Abbott Drive: Walkways shall be provided between the building entrance and the sidewalk. No portion of the building constructed of unadorned masonry or metal siding shall front on or face Knox Abbott Drive. The colors of the structures shall be consistent with the character of development, and all service utility lines shall be placed underground.
- d. Buffers, Fencing, Signage, and Landscaping.
 - a. Buffers: The required setback area (yard) shall be completely landscaped, in accord with the Guidelines contained in Article 10.
 - b. Fencing: The wall facing Knox Abbott Drive shall feature a brick work and black iron work gates, consistent with existing architecture and in accordance with the architectural renderings attached as Exhibit D, and shall serve as an entry and exit for emergency response vehicles and opposing athletic teams.
 - c. Signage: Signage shall be in accord with the requirements for signage in the C-3 District, except that advertising signs shall be limited to outfield fences and scoreboards, existing signs shall not be expanded in height, area or characteristics, and any signage, either fronting, facing or visible from adjacent Public Right-of-Way shall conform to the predominate signage criteria or zoning of the immediate adjacent and/or contiguous area.
 - d. Landscaping: All internal landscaping pertaining to the athletic stadium shall conform to the landscape plan attached as Exhibit E. All internal landscaping pertaining to the Indoor Sports Arena shall conform to the landscape plan attached as Exhibit G.
- e. Building Intensities and Heights:
 - a. Fencing: The fencing shall conform to the fencing pattern shown on the architectural plans attached as Exhibit D. The fencing shall feature brick

with iron work detail and shall be aesthetically consistent with the existing architecture.

- b. Stadium: The stadium shall be constructed in a manner consistent with the existing architecture, not to exceed a height of forty five feet (45') on the property and in accordance with the architectural renderings attached as Exhibit D.
- c. Lighting: On-site security and safety lighting will conform to the lighting plan which is part of the Site Development Plan. Fixtures will not be more than 25 feet in height. On-site lighting for athletic events will conform to the standards of the South Carolina High School League but will not exceed eighty feet in height. The stadium shall feature environmentally efficient lighting and light structures. The lighting will be "green" athletic field lighting which reduces light spillage by 50%. This type of lighting will provide innovative photometric improvements of the pole top luminary which will result in substantially more efficient light control. All lighting shall be shielded to direct the light internally and away from off-site properties.
- d. Press Box: The press box shall conform to the architectural rendering attached as Exhibit D.
- e. Indoor Sports Arena- The indoor sports arena shall conform to the architectural rendering attached as Exhibit F.

f. Traffic Considerations: Pedestrian circulation shall conform to the pedestrian circulation pattern shown on the attached architectural plans. Vehicular circulation shall conform to the circulation pattern shown in the attached architectural plans. Speed bumps may be installed on internal driveways if deemed necessary to public safety by the owner. Upon completion of the plan, vehicular traffic shall not be permitted from the Knox Abbot Drive frontage, with the exception of the gates used for the entry and exit for opposing athletic teams and emergency vehicles. The City Department of Public Safety shall be granted keys and codes to all access points for public safety purposes.

g. Parking and Loading: Off-street parking and loading shall be as shown on the Master Site Plan which is the site analysis map attached to this Agreement as Exhibit C. The number of off-street parking spaces will be at least the number required by the Cayce Zoning Ordinance for Secondary Schools, i.e. (5) per classroom plus ten (10) administrative spaces. The standard would require 387 off-street spaces. With the completion of the Master Site Plan, the total off-street parking spaces will be 513. Overflow parking, when required by occasional special events, will be accommodated on

the open spaces on the site such as outfields, practice areas, and other practical areas. These areas will accommodate an additional 452 spaces when necessary which will bring the total on-site/off-street parking spaces to 965 spaces. In accord with Section 6.6, Table 2, of the Zoning Ordinance, the total number of on-site/off-street parking spaces for special events shall be no less than 965 spaces. These spaces shall be as shown and defined on the attached Exhibit C.

Offsite parking while not included in the minimum spaces required by the Agreement, includes approximately 200 spaces south of Knox Abbott Drive that are customarily used for major events such as the functions held at the athletic stadium which has the largest seating capacity on the campus of 5000 people. Off-site parking that is obtained by license, permit or other written agreement may be utilized for any required parking.

h. Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs.

9. Public Facilities: All service utility lines shall be placed underground. All other public facilities shall be constructed in accordance with all applicable building codes, regulations, and public health and safety requirements.
10. Reservation or Dedication of Land for Public Use: Any reservation or dedication of the property for public purposes and any required or permitted environmental protection provision shall be determined by the parties. If necessary, an environmental impact study may be required.
11. Environmental Protection Provisions: The Property Owner agrees to construct and maintain the property and structures in accordance with all applicable Department of Health and Environment Control requirements.
12. Local Permits: The Property Owner will procure any necessary and required permits from the County of Lexington, City of Cayce, Department of Health and Environmental Control, OSF, and any other necessary governmental agencies. Failure to list and procure a permit does not relieve the Property Owner from complying with law.
13. Development: Development shall be consistent with the Master Site Plan, the City of Cayce's Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and development and zoning ordinances. If at any time the proposed development is determined to not be in compliance with the above, no action can

be taken by Property Owner until such time as the Plan is amended by Planning Commission and City Council action.

14. Conditions for Public Health, Safety, and Welfare: All facilities shall be constructed to meet all applicable health, safety, and building codes regulating the public health, safety, and welfare.
15. Historic Preservation Provisions: All characteristics of the new facility shall be developed to be consistent with the existing architecture and all applicable existing historic preservation provisions to ensure the preservation and/or restoration of historic structures.
16. Administration of Agreement: The City of Cayce, South Carolina shall be responsible for the overall administration of this agreement.
17. Provision for Application of Anticipated New Laws: Property Owner and the City will continue to develop the DAD in anticipation for any new laws, and both agree to cooperate in the revision of the Agreement to accommodate all new laws and regulations.
18. Procedures for Periodic Review: The City Manager or the designee of the City Manager shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.
 - a. Notice of Breach: If, as a result of its periodic review or at any other time, the City finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.
 - b. Termination: If the Property Owner fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided, that the City has first given the Property Owner the opportunity: (1) to rebut the City's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations.
19. Procedures for Notice of Breach and Termination

- a. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.
- b. Severability. Subject to the Provisions of Section 6-31-150 if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- c. Merger: This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.
- d. Actions by Third Parties: In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.
- e. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
- f. Remedies. Each Party recognizes that the other party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the City of Property Owner's Fifth Amendment rights. The City will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Property Owner, and further agrees that no limited partner, member or agent of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the

City's assets as to any rights it may have against the City under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the City, its City Council members, agencies, boards, or commissions.

- g. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with Lexington County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.
- h. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

20. City Approval of Agreement. The City Council must approve the Agreement under the process set forth in Section 6-31-50 of the Act.

21. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, said document to be in recordable form and provided to the City at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This Agreement shall also be binding on the City and all future City Councils for the duration of this Agreement, even if the City Council members change.

22. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit C attached

hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(d) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation contained herein.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(f) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City: Rebecca Vance, City Manager
1800 12th St. Ext
Cayce, SC 29033

With copies to: City Council

1800 12th St. Ext
Cayce, SC 29033

To the Property Owner:

With copy to:

(g) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

SIGNATURES

WITNESS AS TO BOARD:

LEXINGTON COUNTY SCHOOL
DISTRICT TWO BOARD OF TRUSTEES

By: _____

Chair

WITNESS AS TO COUNCIL:

CITY COUNCIL OF THE
CITY OF CAYCE

By: _____

Mayor

EXHIBIT A

Legal Description of the Property

All that certain piece, parcel, or tract of land with all improvements thereon, situate, lying and being in the City of Cayce, County of Lexington, State of South Carolina, containing 26.8 acres more or less as shown on the Boundary Map attached herein and incorporated in this description by reference as "Boundary Map." The property being bounded now formally as depicted in the Boundary Map as follows: Northeast by Lot of Swampland Property Holdings, LLC; East by Lot of Tim A. Jur and Sara J. Jur; East by State Street; South and East by Karlaney Avenue; South by Lot of David F. Herring; South by Lot of Huai-Ann Tan; South by Lot of Rhoda G. Johnson; South by Lot of Craig B. Aull and Donald K. Aull; South by Lot of Marcia H. Keller; South by Maurice E. Dunlap; West by 7th Street; Northwest by Lot of Brookland-Cayce School District Number Two; North and West by Lot of Masters Associates, LLC; North and West by Lot of 549 Knox Abbott, LLC; and North by Knox Abbott Drive.

TMS NO.: 004649-02-003

Derivation: This being lands conveyed to the Trustees of Lexington School District Two, formerly known as School District 29 and sometimes known as Brookland Cayce School District by the following conveyances: By Deed from Prime Investments Incorporated dated March 12, 1998, and recorded in Book 4599 at Page 185; By Deed from Peggy S. Melton dated March 16, 1998, and recorded in Book 4573 at Page 300; By Deed from Jane G. Thompson and David W. Robinson as Executors and Trustees under the Will of Elizabeth Guion dated January 6, 1956, and recorded in Book 81 at Page 591; By Deed from Jane G. Thompson as Substituted Trustee under the Will of Mary Guinyard dated November 29, 1955, recorded in Book 81 at Page 316; By Deed of Jane G. Thompson dated November 29, 1955, and recorded in Book 81 at Page 312; By Deed from Lexington Holding Company dated October 14, 1955, and recorded in Book 8H at Page 403; By Deed from Lexington Holding Company dated January 24, 1955, and recorded in Book 8A at Page 70; By Deed from Lexington Holding Company dated January 1, 1955, and recorded in Book 8A at Page 51; By Deed from R.B. Watson, Jr., dated May 22, 1954, and recorded in Book 7W at Page 17; By Deed from Lexington Holding Company dated December 23, 1952, and recorded in Book 7U at Page 25; By Deed from Lexington Holding Company dated May 12, 1952, and recorded in Book 6N at Page 485; and By Deed from Lexington Holding Company dated May 4, 1931, and recorded in Book 4P at Page 161.

AND

All that certain piece, parcel or tract of land, situate, lying and being in the City of Cayce, County of Lexington, State of South Carolina, shown and designated as 134,905 square feet or 3.097 acres on a plat prepared for J. Roger Hammond, MEI 2 PROPERTIES, L.P., Commonwealth Land Title Insurance Company, and LW-SSP 7, L.P., with metes and bounds, referenced in Exhibit A to the Limited Warranty Deed to Lexington County School District Two, referenced below, and shown and designated as 3.10 acres, more or less, on a Boundary Survey prepared for Lexington County School District Two, by W.K. Dickson, by Karl E. Alewine, SC PLS No. 22740, dated August 31, 2016, with metes and bounds, and recorded in the Lexington County Register of Deeds office in Plat Book 18696, at Page 23, and referenced in Exhibit A to the Quit-Claim Deed to Lexington County School District Two, referenced below.

TMS No.: 004649-01-011 and 004649-01-013

Derivation: This being the same property conveyed to Lexington County School District Two by the following conveyances: By Limited Warranty Deed of Masters Associates, LLC, dated September 29, 2016, and recorded October 19, 2016, in Deed Book 18753 at Page 184; and By Quit-Claim Deed of Masters Associates, LLC, dated September 29, 2016, and recorded on October 19, 2016, in Deed Book 18753 at Page 189, all in the office of the Lexington County Register of Deeds.

EXHIBIT B

Background Information

Brookland-Cayce High School campus includes property facing Knox Abbott Drive, Seventh Street, and State Street located in the City of Cayce, South Carolina. The high school has been in operation on this site since 1932. The Lexington County School District Two has acquired adjacent property over the years. The current acreage of the campus is 26.8 acres of highland and includes the area which was at one time a public street named Indigo Avenue which ran between State Street and Seventh Street. The School District intends to add to the site as adjacent property becomes available.

Brookland-Cayce High School is a comprehensive high school which includes the full range of activities associated with such a school: classrooms, administrative areas, media services, food service operations, athletic facilities including basketball, softball, baseball, football, tennis, and soccer practice fields, physical education, field houses, concession stand sales and storage, ticket booths, auditoriums and related facilities. The school has an enrollment of 1,035 students for the 2012-2013 academic year. The school's enrollment was 1,071 students in 2011-2012, 1,130 students in 2010-2011, 1,164 students in 2009-2010, and 1,183 students in 2008-2009.

The Lexington Two School Board of Trustees has a policy to equalize the opportunities at Brookland-Cayce High School and Airport High School to the maximum extent possible.

In 1998, the School District acquired the old Red Carpet Inn property consisting of 5.7 acres between the old Indigo Avenue right-of-way and Knox Abbott Drive for the expansion of the Brookland-Cayce High School campus. This expansion was endorsed and encouraged by Cayce city officials. Additional property was added through the court-brokered settlement agreement. In the process of developing the Master Site Plan it was learned that this property was zoned C-3 which does not permit a secondary school. Zoning Ordinance Amendment PDD-005-06 was adopted by the City of Cayce in 2006. The District now submits this Development Agreement and application to have the high school rezoned as a Development Agreement District.

This agreement has been revised to reflect the updated construction plans of the new athletic stadium and indoor sports arena and to reflect the terms of the Addendum to the Settlement Agreement between the parties.

EXHIBIT C

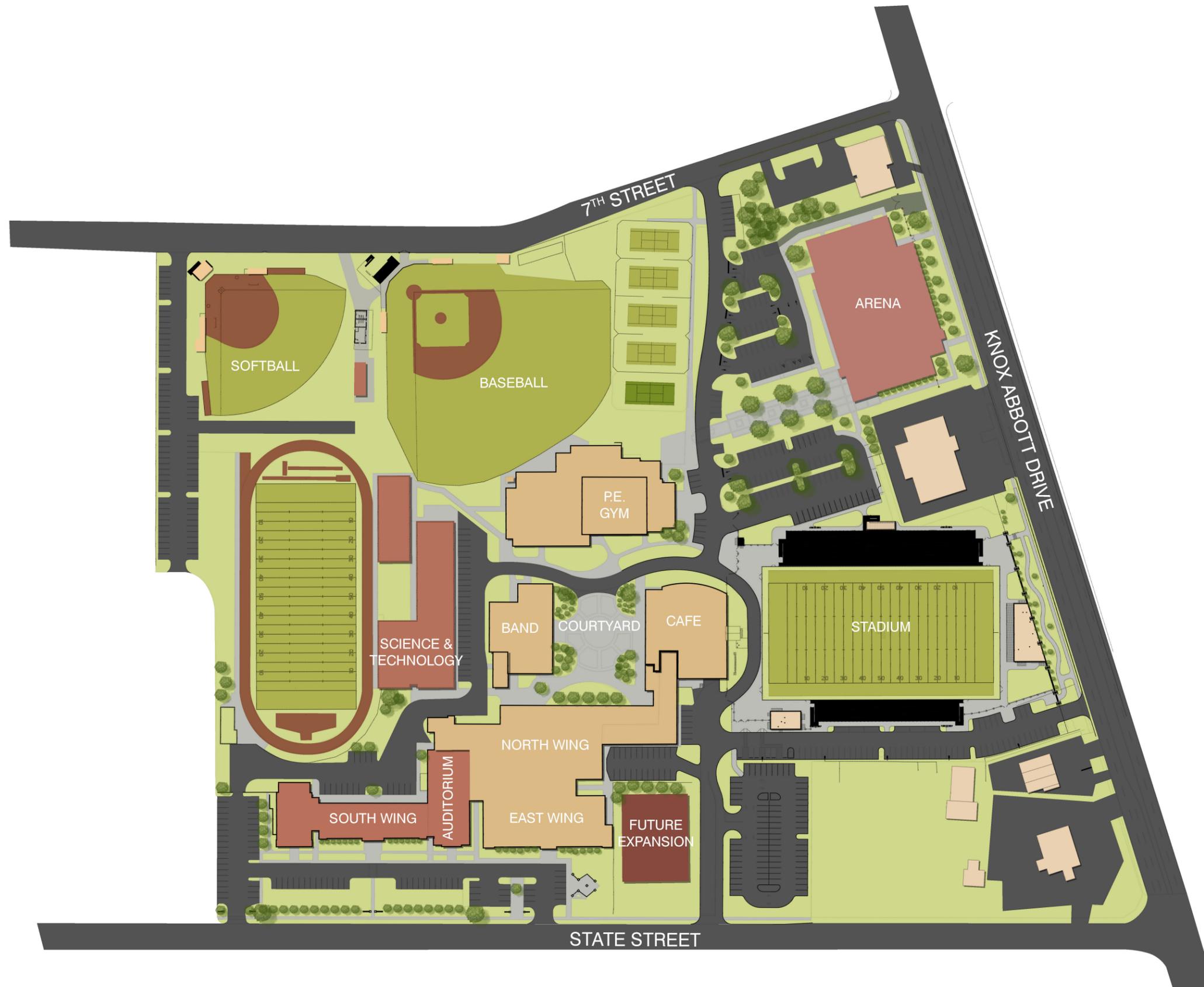


EXHIBIT D

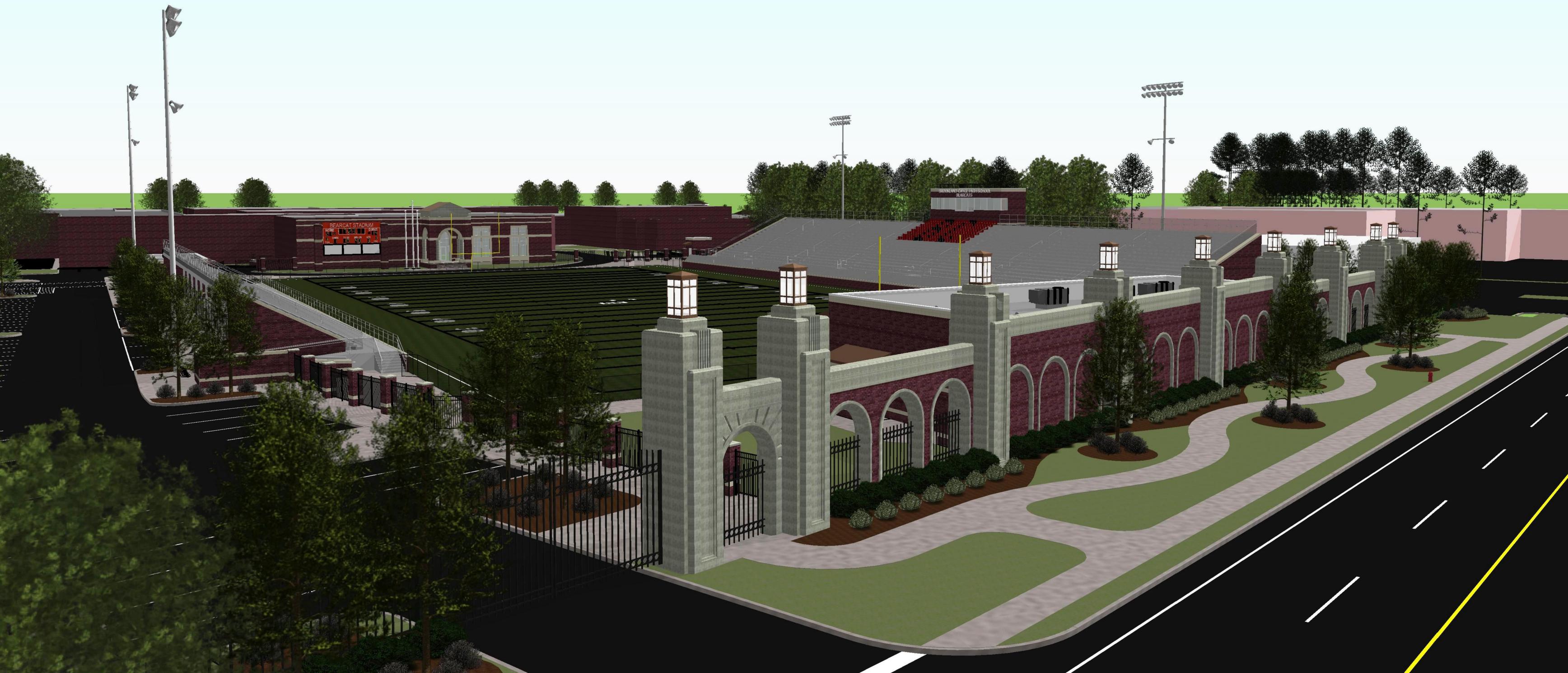


EXHIBIT D



BROOKLAND-CAYCE HIGH SCHOOL



EXHIBIT D



BROOKLAND-CAYCE HIGH SCHOOL

EXHIBIT D



BROOKLAND-CAYCE HIGH SCHOOL

LANDSCAPING NOTES

- 1) SOD IS CENTIPEDE
- 2) MULCH ALL PLANT BEDS AND TREE RINGS WITH 4" PINE STRAW.
- 3) ADHERE TO "LATEST AMERICAN STANDARDS FOR NURSERY STOCK".
- 4) ALL PERVIOUS DISTURBED AREAS SHALL BE SODDED, MULCHED OR PLANT BEDS.
- 5) REMOVE ALL DEAD/BROKEN LIMBS.
- 6) CONTRACTOR SHALL WATER, MOW, WEED PLANT MATERIAL FOR ONE MONTH AFTER SUBSTANTIAL COMPLETION.
- 7) CONTRACTOR SHALL WATER AT NECESSARY RATES TO ACHIEVE ESTABLISHED GROWTH.
- 8) ALL TREES SHALL BE INSTALLED WITH GATORBAGS OR APPROVED EQUAL.
- 9) PREFERRED IRRIGATION IS RAINBIRD. IRRIGATION SLEEVES TO BE 6" SCH 40 PVC WHERE INDICATED.
- 10) TEMPORARY WATERING SHALL BE SUPPLIED BY CONTRACTOR PRIOR TO INSTALLATION OF IRRIGATION.
- 11) GROUND COVER SHALL BE TILLED AND 4" OF PEAT/TOPSOIL MIX SUPPLIED.
- 12) STAKE ALL LARGE DECIDUOUS TREES, OAKS AND PISTACHE.
- 13) ALL SHRUBS AND TREES SHALL BE PLANTED WITH PEAT/TOPSOIL MIX.

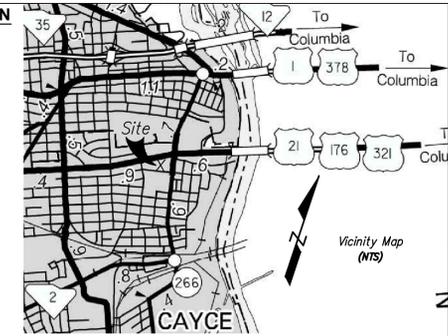
EXHIBIT E

Monument "LEX 334"
Site Elev = 197.85'
(NAVD '88 Elev = 197.10')

Knox Abbott Drive - 100'-R/W
US 21, 321 & 176, SC 302

OWNER'S INFORMATION

LEXINGTON SCHOOL DISTRICT 2
CONTACT: TOMMY KING
1360 WEST DUNBAR
WEST COLUMBIA, SC 29169
P: 803-755-7453
F: 803-739-4063

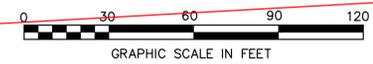


GENERAL NOTES

- 1) THE SITE IS IDENTIFIED AS LEXINGTON COUNTY TAX PARCEL 004649-02-003 (PORTION).
- 2) THE PROJECT SITE IS WITHIN THE CITY LIMITS OF CAYCE.
- 3) THE PROJECT SITE IS ON THE BROOKLAND CAYCE HIGH SCHOOL CAMPUS.
- 4) THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- 5) WE HAVE CONSULTED FIRM MAP NUMBER 450630281G, PANEL 281 OF 575, EFFECTIVE DATE: FEBRUARY 20, 2002, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE PROPERTY IS IN FLOOD HAZARD ZONE X.
- 6) ALL DIMENSIONS REFERENCED TO THE CURB INCLUDING RADII ARE TO THE FACE OF CURB (PARKING LOT SIDE).

REFERENCES

- 1) PARTIAL TOPOGRAPHICAL SURVEY FOR BROOKLAND-CAYCE HIGH SCHOOL OF PROPOSED STADIUM SITE, DATED FEBRUARY 14, 2013, WAS PROVIDED BY SURVEY & MAPPING SERVICES OF SOUTH CAROLINA, INC.



PARKING LOT LAND DISTURBANCE ALREADY PERMITTED BY LEXINGTON COUNTY/SCDHEC (LC PERMIT #11-131)

N/F Tim A. & Sarah J. Jur
TMS 004649-01-014
Deed Book 12294, pg. 236
Plat Book 11213, pg. 18

These trees are acceptable. I just want to make sure everyone knows that they have a potential height of 50 to 80 feet.

We told Council it would look more like this.

This species of tree does not resemble the trees in the rendering. We do not think they will be sufficient to adequately screen the stands from view. We would prefer trees that look more like the ones in the rendering.

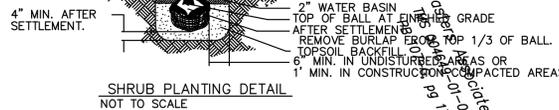
TIFBLAIR CENTIPEDE SOD, TYP
ALL SODDED AND PLANTED AREAS SHALL RECEIVE OWNER REFERRED RAINBIRD IRRIGATION

5 MYRICA CERIFERA, WAX MYRTLE MULTI-TRUNK TREEFORM
8" HT., B&B, LIMBUP 4", GATORBAG EACH
4" DIA TREE MULCH RING, 4" PINE STRAW

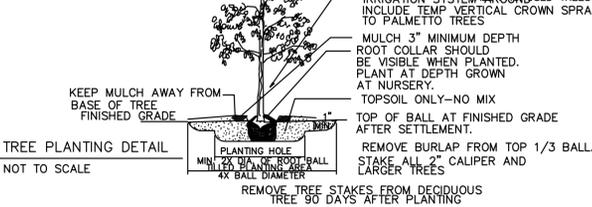
1 QUERCUS PHELLOS, WILLOW OAK
2.5" CALIPER, B&B, STAKE, GATORBAG
4" DIA TREE MULCH RING, 4" PINE STRAW

1804 TRACHELOSPERMUM JASMINOIDES
CONFEDERATE JASMINE, 2.5" PEAT POTS
12" OC. PLANT THRU FLEXTERA OR EQUAL TRIANGULATE SPACING PATTERN, TRAIN ONE ROW UP
INSTALL 4" PINE STRAW MULCH IN CONJUNCTION

APPROVED MULCH TO LIMIT OF PLANTING BED AS INDICATED ON PLANS.



BRANCHING HEIGHT (A.A.N. STANDARD)
INSTALL "GATORBAG" OR EQUAL IRRIGATION SYSTEM FOR TREES INCLUDE TEMP VERTICAL CROWN SPRAY IRRIGATION
MULCH 3" MINIMUM DEPTH
ROOT COLLAR SHOULD BE VISIBLE WHEN PLANTED.
PLANT AT DEPTH GROWN AT NURSERY.
TOPSOIL ONLY-NO MIX
TOP OF BALL AT FINISHED GRADE AFTER SETTLEMENT.



REMOVE TREE STAKES FROM DECIDUOUS TREE 90 DAYS AFTER PLANTING

These drawings are the property of Jumper Carter Sease Architects PA and are not to be reproduced, copied or used in whole or in part without written consent of the architect. Any infringement will be subject to legal action.

Jumper Carter Sease
Architects PA
412 Meeting Street
West Columbia
South Carolina

ATHLETIC STADIUM
BROOKLAND-CAYCE HIGH SCHOOL
LEXINGTON SCHOOL DISTRICT TWO
CAYCE, SOUTH CAROLINA

No	Description	Date
1	CAYCE COMMENTS	10/16/13

DRAWN BY:
CHECKED BY:
COMM NO: 10005
DATE: MAY 20, 2013
SHEET TITLE:

LANDSCAPE PLAN
SHEET NO: **L101**



HOME	114	GUEST	87
PERIOD	4	4	4
PTS	25	4	1
REB	6	35	4
AST	12	4	1
STL	1	1	0
BLK	0	0	0



SUMMARY OF CHANGES- amended BCHS Development Agreement for Indoor Sports Arena

1. Page 1
 - Amended date changed to November 7, 2017
 - Prepared by language removed
2. Page 3
Exhibits
 - Exhibit A Boundary Map was not a part of the original development agreement. See Exhibit C for overall property layout.
 - Exhibit B amended to describe plans for indoor sports arena
 - Exhibit C a new overall site analysis plat reflecting the indoor sports arena replaces the previous Exhibit C
 - Exhibit E The landscape plan for the stadium was not part of the original agreement. This has already been installed per the plan
 - Exhibit F Indoor Sports Arena architectural renderings added
 - Exhibit G Indoor Sports Arena landscape plan added
3. Page 4
 - Amended to reflect date of most recent public hearing
4. Page 5
Legal Description of Property
 - Acreage amended to reflect land for indoor sports arena
 - Boundary map deleted because the original boundary map does not reflect the added acreage

Duration and Time of Agreement

 - a. Language updated to reflect that the stadium has been built.
 - b. Language added to describe indoor sports arena expected completion date
5. Page 6
Consistency with the City's Comprehensive Plan and development and zoning ordinances
 - "development and" language added because of the land development regulations that were adopted in 2014
 - Date of amended comprehensive plan added
6. Page 8
8. Permitted Uses
 - Added vii. Indoor Sports Arena
7. Page 9
8. Permitted Uses d. Buffers, Fencing, Signage, and Landscaping d. Landscaping
 - Added language referencing the stadium landscape plan and indoor sports arena landscape plan
8. Page 10
8. Permitted Uses e. Building intensities and uses e. Indoor Sports Arena
 - Added to reference Exhibit F- indoor sports arena architectural renderings

8. Permitted Uses f. Traffic considerations

 - Added an "s" to "gates" to reflect the additional emergency access lane to the west of the proposed indoor sports arena
9. Page 11
13. Development
 - Date of amended comprehensive plan added
10. Page 15-16
22. General Terms and Conditions (f) Notices
 - Added city manager's name and address
 - Added copies to City Council
11. Page 17
SIGNATURES
 - Name of Lexington County School District Two Board of Trustees Chair deleted

STATE OF SOUTH CAROLINA	)	ORDINANCE 2017-14
	)	Repealing the Temporary Moratorium on
COUNTY OF LEXINGTON	)	Special Exceptions under Zoning
	)	Ordinance Section 9.8 for Parking and
CITY OF CAYCE	)	Storage of Campers, Recreational
	)	Vehicles or Boats in Front or Side Yards
	)	In Residential Districts

WHEREAS, the Council, by adoption of Ordinance 2017-06 on August 1, 2017, imposed a temporary moratorium on special exceptions under Zoning Ordinance Section 9.8 (“Storage and Use of Campers or Recreational Vehicles in Residential Zones”) that would allow campers, recreational vehicles or boats to be parked or stored in front yards in a residential district; and

WHEREAS, the Council subsequently obtained input on the related issues from residents and City staff and the City Planning Commission and further considered the issues raised by the special exceptions; and

WHEREAS, the Council, on October 3, 2017, gave first reading approval to Ordinance 2017-11 that, among other things, would authorize the parking and storage of campers, recreational vehicles and boats in rear or side yards in residential districts under certain conditions, and would delete the availability of a special exception as previously provided by Zoning Ordinance Section 9.8; and

WHEREAS, the Council is scheduled to give second reading to Ordinance 2017-11 on November 7, 2017, and adoption of that Ordinance by Council upon second reading approval will render unnecessary any continuation of the temporary moratorium,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that Ordinance 2017-06, including the temporary moratorium imposed by its terms, is hereby repealed.

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

DONE IN MEETING DULY ASSEMBLED, this ____ day of _____, 2017.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

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

STATE OF SOUTH CAROLINA	)	ORDINANCE 2017-15
	)	AMENDING CITY CODE SECTION 12-153
COUNTY OF LEXINGTON	)	(“PROVISION FOR REIMBURSEMENT”) OF
	)	THE INCENTIVE REIMBURSEMENT GRANT
CITY OF CAYCE	)	PROGRAM FOR INSURANCE COMPANIES
	)	WITH CORPORATE HEADQUARTERS
	)	IN THE CITY

WHEREAS, the City Council, in 2014, amended the City Code to add a new Article VI (“Incentive Reimbursement Grant Program for Insurance Companies with Corporate Headquarters in the City”) to Chapter 12 (“Businesses”); and

WHEREAS, the Council now has determined that it is appropriate to amend, for future years beginning with 2019, the amount of reimbursement set out in Section 12-153 (“Provision for reimbursement”) of the Program; and

WHEREAS, the Council further has determined that it would be beneficial to both the City and the insurance companies participating in the Program to provide advance notice of future changes in the reimbursement amount provided by the Program, and to enact such changes to take effect on specified future dates,

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

(1) Effective January 1, 2019 and until January 1, 2024, the reimbursement grant amount set out in Section 12-153 of the City Code shall be “eighty percent (80%)”, rather than “sixty-two and one-half percent (62.5%)”, and Section 12-153 is hereby so amended.

(2) Effective January 1, 2024 and until January 1, 2029, the reimbursement grant amount set out in Section 12-153 of the City Code shall be “eighty-two and one-half percent (82.5%)”, rather than “eighty percent (80%)”, and Section 12-153 is hereby so amended.

(3) All other provisions of Section 12-153 shall remain in effect.

This Ordinance shall be in effect from the date of final reading and adoption with the changes in language of Section 12-153 to take effect as provided herein.

DONE IN MEETING DULY ASSEMBLED, this ____ day of _____,
2017.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

Approved as to form: _____
City Attorney

STATE OF SOUTH CAROLINA	)	RESOLUTION
	)	Approving an Amendment to the
COUNTY OF LEXINGTON	)	2006 Settlement Agreement and 2013
	)	Addendum and 2016 Amendment
CITY OF CAYCE	)	Between the City and the Lexington
	)	County School District Two Board of
	)	Trustees

WHEREAS, the Lexington County School District Two Board of Trustees (“the School Board”), the governing body of Lexington County School District Two (“the School District”), and the City Council of the City of Cayce, on May 31, 2006, entered into a Settlement Agreement resolving litigation then pending between the City and the School District concerning future development of a portion of the Brookland-Cayce High School campus adjoining Knox Abbott Drive; and

WHEREAS, the School District, as the owner of the real property comprising the campus of Brookland-Cayce High School, subsequently applied for and received from the City a rezoning of the property in 2006 to a Planned Development District (PDD) zoning designation with certain specified features of future development; and

WHEREAS, the School District and the City subsequently followed the process and procedures required by the South Carolina Local Government Development Agreement Act (S.C. Code section 6-31-10 et seq.) for a development agreement between the School District and the City, and entered into a Development Agreement on February 5, 2013, and the property was rezoned by the City with a Development Agreement District designation in 2013; and

WHEREAS, approval of the Development Agreement also required approval of changes to provisions of the 2006 Settlement Agreement which were accomplished with an Addendum to the 2006 Settlement Agreement executed by the parties on February 5, 2013, with an Amendment to the Addendum in December 2013, and an Amendment to the Agreement and to the Addendum in October 2016; and

WHEREAS, the School District now desires to make additional changes to its development plans for the property that are agreeable with the City but will necessitate further changes to both the Development Agreement (which will be accomplished by separate Ordinance) and to the 2006 Settlement Agreement and to the 2013 Addendum to the Settlement Agreement (as shown on the attached Amendment document),

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

1. The Amendment to Settlement Agreement and Amendment to Addendum to Settlement Agreement between Lexington County School District Two Board of Trustees and City Council of the City of Cayce, in the form attached hereto or in substantially similar form, is hereby approved. The Mayor is authorized to execute the Amendment on behalf of the City Council.

2. The City Attorney is authorized to take such action as may be appropriate for any necessary Court approval of the fully executed Amendment and/or for any necessary filing of the executed Amendment with the Court records of the previous lawsuit between the School District and the City.

ADOPTED this _____ day of November 2017.

Elisa Partin, Mayor

ATTEST:

Mendy Corder, Municipal Clerk

First Reading and adoption: November _____, 2017

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

AMENDMENT TO THE 2006 SETTLEMENT AGREEMENT AND AMENDMENT TO THE 2013 ADDENDUM AND 2016 AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN THE LEXINGTON COUNTY SCHOOL DISTRICT TWO BOARD OF TRUSTEES AND THE CITY COUNCIL OF THE CITY OF CAYCE

Pursuant to the agreement of the parties, this document serves as an Amendment to the 2006 Settlement Agreement, and as an Amendment to the 2013 Addendum and the 2016 Amendment to the Settlement Agreement, between the Lexington County School District Two Board of Trustees (“the Board”) and the City Council of the City of Cayce (“the Council”). The original Settlement Agreement, executed on May 31, 2006, ended a lawsuit then pending between the School District and the City with docket number 05-CP-32-3537, and expressed the agreement of the parties concerning, generally stated, the construction of an athletic stadium on the Brookland-Cayce High School campus and other property matters along the Knox Abbott Drive side, and a portion of the State Street side, of the campus. The Addendum, executed on February 5, 2013, represented the agreement of the parties to the rezoning of the Brookland-Cayce High School campus to a Development Agreement District (DAD) zoning with particularized descriptions as to uses of the property and agreed changes to the athletic stadium and structures to be constructed along Knox Abbott Drive. The first Amendment to the Addendum, executed on December 3, 2013, addressed additional agreed changes in the architectural renderings and to the height of stadium bleachers and walls fronting Knox Abbott Drive. The Amendment to Settlement Agreement and to the Addendum and its Amendment, executed in October 2016, agreed to the School District’s acquisition and use, for school-related purposes, of the property on Knox Abbott Drive formerly known as the Motel 6 property.

The Board and/or the School District now have made plans to further develop portions of its property along Knox Abbott Drive, including all or a portion of the former Motel 6 property, for school-related use as an Indoor Sports Arena. The parties now wish to amend the original Settlement Agreement and subsequent Addendum and Amendments so as to encompass the proposed use and structure and to memorialize their agreement to such proposed use as described by the Amendment to the Brookland-Cayce High School Development Agreement as approved by Ordinance of the City on November 21, 2017.

Accordingly, the Board and the Council agree to the structure and the use of an Indoor Sports Arena as proposed and described in the Amendment to the Brookland-Cayce High School Development Agreement as approved by Ordinance of the City on November 21, 2017. The previous proviso added by the 2016 Amendment is now further amended to read:

Provided, however, that the Board and/or the District shall be entitled to acquire for school-related purposes the property on Knox Abbott Drive now or formerly known as the Motel 6 property; and provided, further, that the Board and/or the District shall be entitled to construct and use on such property and other of its property along Knox Abbott Drive, a school-related Indoor Sports Arena as proposed and described in the Amendment to the Brookland-Cayce High School Development Agreement as approved by Ordinance of the City on November 21, 2017.

All matters in the original Settlement Agreement (and the subsequent Addendum and Amendments) not specifically altered, addressed, or amended by this Amendment shall remain in full force and effect.

The authorized representatives of the Board and the Council enter into this Amendment, by duplicate originals, on this ____ day of _____ 2017.

WITNESSES AS TO BOARD:

LEXINGTON COUNTY SCHOOL
DISTRICT TWO BOARD OF TRUSTEES

By: _____
Linda Alford-Wooten
Chair

WITNESSES AS TO COUNCIL:

CITY COUNCIL OF THE CITY OF CAYCE

By: _____
Elise Partin
Mayor

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

COUNCIL ACTION REQUIRED

EVENTS COMMITTEE – ONE (1) POSITION

There are currently two open positions on the Events Committee. The City has received a potential member application from Ms. Sarah Donnelly. Ms. Donnelly attended the November 9, 2017 Events Committee meeting and the Committee unanimously voted to recommend her for appointment. Her 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

This position must be filled by someone from the hotel industry in Cayce.

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

The Foundation has no recommendations at this time.

CAYCE HOUSING AUTHORITY – ONE (1) POSITION

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

CAYCE MUNICIPAL ELECTION COMMISSION – TWO (2) POSITIONS

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

CONSOLIDATED BOARD OF APPEALS – TWO (2) POSITIONS

Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. There are no recommendations at this time.

EVENTS COMMITTEE – TWO (2) POSITIONS

There are currently two open positions on the Events Committee.

PUBLIC SAFETY FOUNDATION – THREE (3) POSITIONS

The Foundation has no recommendations at this time.

CITY OF CAYCE
POTENTIAL COMMITTEE MEMBER APPLICATION



4/13
10/12/17

Name: Sarah Donnelley
Home Address: Pecan Lane City, State, Zip Cayce, SC, 29033
Telephone: 803 E-Mail Address: [REDACTED]
Resident of Cayce: Yes No Number of Years 19

Please indicate the Committee(s) for which you are applying:

- Accommodations Tax Committee Beautification Board Event Committee
 Cayce Housing Authority Museum Commission Planning Commission
 Housing/Constr 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: Blue Oak IT Position Business Development
Address: 810 Dutch Square Blvd. Suite 204
City, State, Zip Columbia, SC 29210 Telephone: 803-724-5500
Fax: _____ E-Mail Sarah@BlueOakIT.com

Work Experience: Office Manager at Newsome & Company (CPAs)
in Lexington SC

Educational Background: Graduate of Brooklawn-Cayce High. A.A. in Administrative
Office Technology from Midland's Tech. Plans to attend USC Fall 2017*

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

Central SC Committee of 100, The Networking Team BNI chapter, Board of MTC's
student Engagement Fund

Volunteer Work: Student Body President (MTC), Agape Senior Activities Volunteer
(2016-2017) (2011-2013)

Hobbies: Photography, event planning, hiking, politics/government,
reading and writing

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

* To major in Business Management and Project Management, with plans to continue

May 5, 2017



To Whom It May Concern:

The purpose of this letter is to recommend Sarah Donnelley for employment in a position of office management and client services. I have known Ms. Donnelley during the time she has been a student at Midlands Technical College, where she has served as President of the Midlands Technical College Student Advisory Board for the last year. This position is commonly referred to as president of the student body. I have found Ms. Donnelley to be an outstanding student and leader.

Over the past year, I have had the pleasure of working with Ms. Donnelley on numerous college initiatives, and I have been able to observe her in multiple speaking and leadership positions. In her role as Student Advisory Board President, Ms. Donnelley has capably led her fellow officers and Board members in overseeing college multicultural activities, health and wellness fairs and a variety of other activities initiated by the Student Advisory Board. In addition, Ms. Donnelly has represented the student body at College Commission meetings, and she spoke to the College Commission (Board of Trustees) regarding tuition and other student-related matters. She also met with the Director of the MTC Office of Philanthropy to explore student fund-raising opportunities to enhance student activities on campus. She has always demonstrated an effort to meet college and student needs, and she has done an excellent job balancing her leadership commitments with her work and student requirements. One evening, she served as facilitator for a student panel at a community advisory board meeting in Fairfield County, nearly an hour from her home, and she did so with enthusiasm. Ms. Donnelley also spoke on behalf of the student body at the 2017 Midlands Technical College Honors Ceremony and at the 2017 Midlands Technical College Graduation, with approximately 2,000 people in attendance.

Ms. Donnelley consistently demonstrates personal attributes such as positive analytical and organizational skills, strong interpersonal relations, dependability, reliability, compassion for others, servant leadership and other characteristics that are sought by both colleges and employers. I recommend Ms. Sarah Donnelley enthusiastically and without reservation for any position involving office management, leadership and client service. She will be an asset to any organization she represents.

Sincere regards,

A handwritten signature in cursive script that reads 'Sandi Oliver'.

Sandi Oliver
Vice President
Student Development Services