

Telephone: 843-549-2545

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City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

Walterboro City Council

Regular Meeting

August 27, 2013

City Hall

6:15 P.M.

A G E N D A

I. Call to Order:

1. Invocation.
2. Pledge of Allegiance.

II. Public Input on Agenda Items:

III. Public Hearing:

1. **Ordinance # 2013-08**, An Ordinance to Change the Zoning on Two Parcels of Land on Wichman Street and Neyle Street, Tax Map No. 163-12-00-161 from General Commercial District (GCD) and 163-12-00-166 from Single Family Residential (SFR) to Central Business District (CBD).

IV. Approval of Minutes:

1. Minutes of the August 20, 2013 Rescheduled Regular Meeting (Minutes attached).

V. Old Business:

1. **Ordinance # 2013-08**, An Ordinance to Change the Zoning on Two Parcels of Land on Wichman Street and Neyle Street, Tax Map No. 163-12-00-161 from General Commercial District (GCD) and 163-12-00-166 from Single Family Residential (SFR) to Central Business District (CBD), **Second Reading and Adoption** (Ordinance attached).

VI. New Business:

1. **Ordinance # 2013-09**, An Ordinance Defining Slum and Blighted Areas, **First Reading** (ordinance attached).
2. Consideration of an Agreement to Provide Unified Dispatching Services with the City of Walterboro and Colleton County through the Sheriff's Office 911 Communications/Dispatch Center (Agreement attached).
3. Consideration of an Agreement with Wood+Partners, Inc. for the Design of the I-95 Loop Project in the Amount of \$834,014.38 (Agreement attached).

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Agenda
August 27, 2013

4. Consideration of Separation Agreement.
5. Acceptance of Resignation of Jeffrey V. Lord, City Manager.

VII. Committee Reports:

VIII. Executive Session:

IX. ADJOURNMENT.

Date: August 6, 2013
To: Press and Standard, Attn: Rhonda Sauls
From: Betty Hudson, City Clerk
RE: PUBLIC HEARING NOTICE

-two column display ad with City logo.

-run once: Friday, August 9, 2013

PUBLIC HEARING NOTICE

Walterboro City Council will hold a public hearing on Tuesday, August 27, 2013 at 6:15 P.M. in City Hall Council Chambers to receive public comments on the following proposed ordinance:

Ordinance # 2013-08, An Ordinance to Change the Zoning on Two Parcels of Land on Wichman Street and Neyle Street, Tax Map # 163-12-00-161 (618 Wichman Street) Currently Zoned General Commercial District (GCD) and Tax Map # 163-12-00-166 (117 Neyle Street)) Currently Zoned Single Family Residential (SFR) to Central Business District (CBD).

A copy of the proposed ordinance is available in the City Manager's Office at City Hall, 242 Hampton Street or on the City's website (www.walterborosc.org). Written comments may be mailed to the City Manager, P.O. Box 709, Walterboro, SC 29488 and must be received prior to the public hearing. Please call the City Manager's Office (782-1000) for additional information or for disabled persons needing auxiliary aids. Please give at least 24 hours notice if auxiliary aids are required.

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Walterboro City Council
Rescheduled Regular Meeting
August 20, 2013

MINUTES

A Rescheduled Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, August 20, 2013 at 6:15 P.M., with Mayor Bill Young presiding.

PRESENT WERE: Mayor Bill Young, Council Members: Jimmy Syfrett, Paul Siegel, Tom Lohr, Bobby Bonds and James Broderick. City Manager Jeff Lord, City Clerk Betty Hudson and City Attorney George Cone were also present. There were approximately 38 persons present in the audience. Note for the record: **Council Member Randy Peters passed away on August 12, 2013, at which time his seat became vacant on City Council.**

There being a quorum present, Mayor Young called the meeting to order and gave the invocation. Council Member Lohr led the pledge of allegiance to our flag.

PUBLIC INPUT ON AGENDA ITEMS:

There were public comments received on the "Closing of Dogwood Hills Country Club", by the following persons:

Former City Council Member Dwayne Buckner spoke in support of Dogwood Hills Country Club. Mr. Buckner told Council that he felt this was a good opportunity for the City and County to work together to be able to pull the funds and resources necessary to keep that facility going. Also, there is a swimming pool there which would help to meet the needs of the community in terms of having a place to swim. This is a great opportunity and I would encourage the County and the City to look at trying to save that facility for the residents of the County and the City of Walterboro.

Mr. William Proctor also spoke in favor of the Dogwood Hills Country Club. He told Council that he is the post commander for the Veterans of Foreign Wars (VFW) here in Walterboro, Post 12102. He said, I understand that the County Club has gone out of business, and we would like support from Council to keep it going. Mr. Proctor then passed out a list containing 56 businesses and organizations in the area that have supported the tournaments by the VFW at the Country Club. He said, we are not the only tournament in the area. There is a VFW golf tournament, a Rice Festival Golf tournament, and a March of Dimes tournament. He pointed out that all these businesses support our tournaments. This means also that the people will come to Walterboro and support the Walterboro area. He then asked the City to see if there is any way to help the golf course and that the VFW and members would surely appreciate it.

Mr. Bob Smith, a city resident, also spoke in support of the Dogwood Hills project. He said, having spent 12 years on the Colleton County Resource and Development Board, as well as two terms on the City Economic Development Commission, I have seen first hand as to what it means to economic development in both our city and our county from the point of view for affording business management people that may locate here. It is an essential component of that, in addition to other recreational things we have had. I think when Asten Hill was here, relatively to the golf tournament, they had their own week for the tournament. I really think that this is an excellent opportunity, as Mr. Buckner has mentioned, for the City and County to partner on something that would really truly be of benefit to all citizens of Colleton County.

Mr. Proctor also pointed out that two of the schools in Colleton County also have golf teams. He said, this would also help to support the school system.

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REQUESTS FOR APPEARANCE:

1. **Closing of Dogwood Hills Country Club - Mr. William F. Steadman, Steadman Agency**

Mr. Bill Steadman appeared before Council and made the following points concerning the closing of the Dogwood Hills Country Club.

1. Mr. Steadman stated that he had secured 303 signatures on a petition that he passed around to the citizens. The citizens of Walterboro do have a concern about the closing of the club. A copy of the signed petition is attached as part of these minutes.
2. Dogwood Hills provides our community a unique amenity for quality recreation along with a modern meeting and banquet facility.
3. We believe that it's not only an asset to the citizens of our community, but it is also an important tool in attracting prospective industries and new residents to Colleton County.
4. In the mid 1930's when Dogwood Hills was organized, it was founded by a group of prominent Walterboro businessmen.
5. The modern Dogwood Hills golf course and clubhouse sits on 81 acres. There is an additional 138 acres of mostly low land. The club house which includes over 10,500 sq. feet was completely renovated in 2011. The restaurant has over 2,650 sq. feet and has been completely renovated. It has dining for 81 and a bar area that seats an additional 52 persons. It has a 3,300 sq. feet banquet hall, with restrooms and seating for an additional 141 people, and standing areas for 302. There is a 2,600 sq. ft. Pro-Shop and snack bar, locker rooms and seating. There is also an additional 3,200 sq. ft. open deck. There is a 600 sq ft. park/storage barn and a 2,880 sq. ft. brand new maintenance building completely fenced. There is also two additional storage buildings for storage of chemicals and fertilizer.

There is also a junior olympic swimming pool. It does need some repair, since it has not been used in several years. It basically needs a handicap upgrade. There is also four tennis courts.

6. The golf course operates with 2 full time employees and 7 part-time seasonal employees. There is also a fleet of leased golf carts.

Mr. Steadman said, I think it is important to mention that for over 40 years, Dogwood Hills has allowed Colleton County Schools to house golf teams and use the golf course and clubhouse free for practice and school matches. Its restaurant has hosted and provided meeting space for most of Walterboro's civic clubs for over 40 years. It has provided wildlife banquets, wedding receptions, Christmas parties, etc. In 2012, over \$19,000 in banquet rental income was received and that was without any advertising or marketing efforts.

Mr. Steadman also mentioned a success story in Goose Creek, where they made a decision to purchase the former Crowfield Plantation golf course. He encouraged Council to contact Dennis Harmon, the City Administrator, or Jeffrey Molinari, the Assistant Administrator. They will be glad to go over the details of how they turned a struggling private golf course into a profitable municipal golf course.

Mr. Steadman also told Council there is another component of this whole picture. There is an organization called the "First Tee Initiative". The First Tee is a 501(C)3

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MINUTES/Page III

youth development program which operates out of 200 chapters around the United States. It's mission is to impact the lives of young people by providing educational programs to build character, instill life enhancing values and promotes healthy choices through playing golf. It is designed for school age children ages 8-18. The First T of Greater Charleston offers its core program at 3 municipal golf facilities - one on James Island, one in Mt. Pleasant and one in Summerville. Its in-school program is offered to 23 Charleston County elementary schools and groups of over 6,000 students this year. The program has improved graduation rates. Mr. Steadman said, I mentioned this because this program is available to Colleton County as part of the Greater Charleston Area Outreach Program for its students. They would provide instruction, equipment and volunteers and we would have to provide a golf course.

In conclusion, Mr. Steadman stated, I am not here just for the benefit of the 21 home owners at Dogwood Hills. They are concerned with the closure of the golf course and the values of their property out there which might decline. Also, I am not here for the group of golfers who play out there on a regular basis, but I think we need to look at it as being a bigger part of Walterboro - what it provides for children. The game of golf teaches children so much more than just how to play golf. I ask you to please consider that when you look at this. I am here tonight because we believe that Dogwood Hills provides a site to expose all children in Colleton County to the life benefits that golf teaches, the core values of honesty, respect, courtesy, responsibility and sportsmanship. We have an opportunity to leverage this modern, totally updated club house for the business and industrial benefits of Walterboro.

We are here to just respectfully ask you to look closely at Dogwood Hills as a potential revenue producing asset for our community. We believe it provides a unique experience for the young and old alike to experience, learn and enjoy the game of golf. I do know that this golf course is being sold, and I would hope that Council would be a part of that sale, that you would take the time to research it and see if there are any opportunities to purchase and run the former Dogwood Hills.

APPROVAL OF THE MINUTES:

Upon motion by Council Member Broderick, seconded by Council Member Lohr, the following minutes were approved unanimously as submitted:

1. Minutes of the June 25, 2013 Public Hearing and Regular Meeting.
2. Minutes of the July, 9, 2013 Regular Meeting.
3. Minutes of the July 23, 2013 Public Hearing and Regular Meeting.

OLD BUSINESS:

There was no Old Business before Council.

NEW BUSINESS:

1. **Consideration of a Motion to Order a Special Election to Fill the Vacant Council Member Seat, in Accordance with the Provisions of SC Code 7-13-190 and SC Code 5-15-70, to be Held on November 5, 2013, and Approval of the Special Election Schedule**

City Manager Lord explained that the State Code cited here sets the Special Election Day as being the 13th Tuesday (November 5) to fill the vacancy that occurred on City Council due to the death of Council Member Randy Peters.

A motion was made by Council Member Siegel, seconded by Council Member Broderick to order a Special Election on November 5, 2013 to fill the vacant City Council seat, in accordance with the provisions of SC Code 7-13-190 and SC Code 5-

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15-70 and to approve the Special Election Schedule as submitted. The motion passed with all members voting in favor. (A copy of the Election Schedule is attached as part of these minutes).

2. **Ordinance # 2013-08**, An Ordinance to Change the Zoning on Two Parcels of Land on Wichman Street and Neyle Street, Tax Map No. 163-12-00-161 from General Commercial District (GCD) and 163-12-00-166 from Single Family Residential (SFR) to Commercial Business District (CBD), **First Reading**.

Planning Director David Dodd explained that the County owns the three parcels adjacent to the current Museum and Farmer's Market property. One is the old Brown Hardware building, which will be the new commercial kitchen facility. Both those properties are zoned Central Business District. They also own a vacant parcel adjacent to that on Neyle Street and a vacant parcel adjacent to it on Wichman Street. The Wichman Street property is zoned General Commercial and the Neyle Street property is zoned Single Family Residential. For them (the County) to develop the whole thing as one use with improved parking, landscaping, buffers, etc., it would all have to be zoned the same, and it will combine the parcels of property. So, the County requested and came before the Planning Commission and got the recommendation from the Planning Commission to rezone the properties to Central Business District.

Mr. Dodd reported that he had spoken with both of the adjacent property owners to those parcels and none of the owners had any objections. The properties have been posted and advertised for the rezoning.

A motion was made by Council Member Broderick giving **First Reading Approval** to Ordinance # 2013-08, as submitted. Council Member Siegel seconded the motion. In discussing the motion, Council Member Bonds asked for further clarification of the adjacent property owners tax map numbers. Mr. Dodd pointed out that the adjacent property owners for parcels 167, 160 and 159 had been notified. The motion then passed with all members voting in favor.

3. **Resolution No. 2013-R-06**, A Resolution of the City of Walterboro Supporting the Research, Development, and Focus Group Activities, of the Airport in the Preparation of a Recommendation that We Establish August 19-23, 2013 as Aviation Week, was approved unanimously as submitted. The motion for approval was made by Council Member Bonds, seconded by Council Member Lohr. A copy of said Resolution is attached as part of these minutes.

4. **Request to Hang Banner for Life Insurance Awareness Month September 1-8, 2013**

A motion to approve the request to hang the banner across Jefferies Boulevard announcing Life Insurance Awareness Month as submitted was made by Council Member Lohr, seconded by Council Member Broderick and passed unanimously.

5. **Request by Walterboro Rotary Club to Close Washington Street Bridge and Forest Hills Bridge on September 5, 2013 for the First Annual Ireland Creek Bridge Run from 5:00 P.M. to 8:00 P.M.**

A motion granting this request as submitted was made by Council Member Lohr, seconded by Council Member Siegel, and passed with a vote of 5/0 with Mayor Young and Council Members Lohr, Syfrett, Siegel and Broderick voting in favor. Council Member Bonds recused himself from voting on this matter, since he is a member of the Walterboro Rotary Club.

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6. **Request by Lowcountry International Society to Use the City Parking Lot on October 5, 2013 for the Annual Lowcountry Foods and Arts Festival from 11:00 A.M. to 5:00 P.M.**

A motion was made by Council Member Siegel to approve the request by Lowcountry International Society, Inc. as submitted. Council Member Lohr seconded the motion. The motion passed with all members voting in favor.

COMMITTEE REPORTS:

No committee reports were given.

EXECUTIVE SESSION:

The Mayor then entertained a motion to enter into an Executive Session. Council Member Bonds So Moved to enter an Executive Session. Council Member Siegel seconded the motion that passed unanimously. The Mayor announced that the meeting would enter an Executive Session for a discussion of negotiations related to proposal contractual arrangements, for a discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, a student or a person regulated by a public body or the appointment of a person to a public body and for receipt of legal advice.

The meeting then convened into an Executive Session at approximately 6:50 P.M.

At approximately 8:40 P.M. Council returned to Open Session and voted to extend the Council Meeting until 10:00 p.m. The motion to extend the meeting was made by Council Member Lohr and seconded by Council Member Syfrett. City Code prohibits a council meeting adjourning later than 8:45 P.M. without a vote. The vote was unanimous. A motion was made by Council Member Siegel that the meeting return to Executive Session. Council Member Lohr seconded the motion. The vote on the motion was unanimous. The meeting then returned to Executive Session.

The meeting returned to Open Session at approximately 9:29 P.M., and no action was taken as a result of Executive Session.

There being no further business to consider, a motion to adjourn was made by Council Member Bonds, seconded by Council Member Siegel and passed unanimously. The Mayor adjourned the meeting at 9:30 P.M. Notice of this meeting was distributed to all local media and posted on the City Hall bulletin board at least twenty-four hours prior to meeting time.

Respectfully,

Betty J. Hudson
City Clerk

ORDINANCE # 2013-08

AN ORDINANCE TO CHANGE THE ZONING ON TWO PARCELS OF LAND ON WICHMAN STREET AND NEYLE STREET.

WHEREAS, the Walterboro Municipal Planning Commission has made its recommendation to rezone said property and a public hearing has been properly advertised and conducted.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Walterboro, in Council Assembled, that the Official Zoning Map is hereby amended to change the zoning on Tax Map Parcels # 163-12-00-161 from General Commercial District (GCD) and 163-12-00-166 from Single Family Residential (SFR) to Central Business District (CBD) as shown on the attached map.

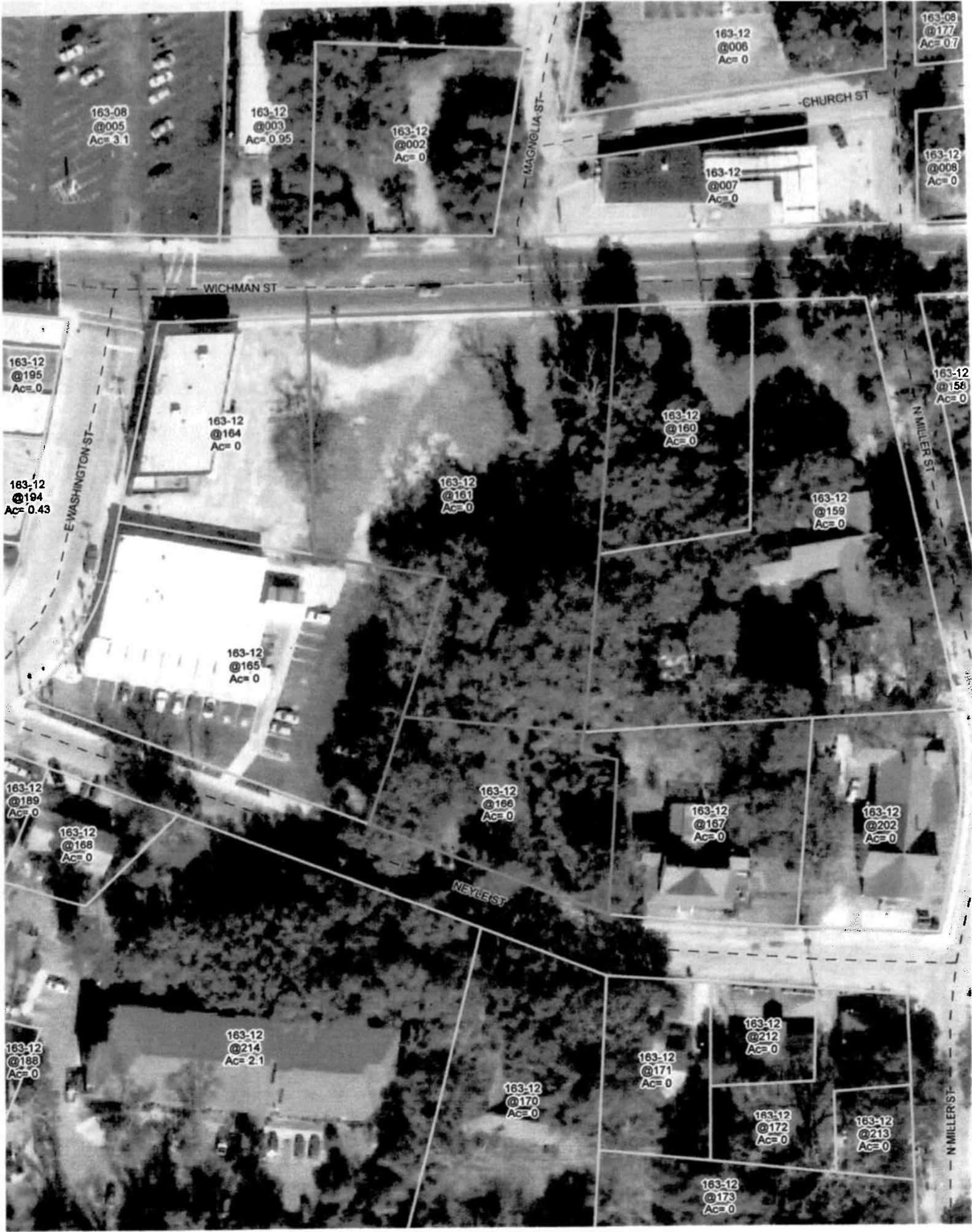
DONE, this 27th day of August, 2013.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: August 20, 2013
Second Reading: _____
Public Hearing: August 27, 2013



163-08
@005
Ac= 3.1

163-12
@003
Ac= 0.95

163-12
@002
Ac= 0

163-12
@006
Ac= 0

163-08
@177
Ac= 0.7

163-12
@008
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163-12
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WICHMAN ST

163-12
@195
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163-12
@164
Ac= 0

163-12
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Ac= 0

163-12
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163-12
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163-12
@161
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163-12
@159
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E WASHINGTON ST

163-12
@165
Ac= 0

163-12
@166
Ac= 0

163-12
@167
Ac= 0

163-12
@202
Ac= 0

163-12
@189
Ac= 0

163-12
@168
Ac= 0

NEYLE ST

163-12
@188
Ac= 0

163-12
@214
Ac= 2.1

163-12
@170
Ac= 0

163-12
@171
Ac= 0

163-12
@212
Ac= 0

163-12
@172
Ac= 0

163-12
@213
Ac= 0

N MILLER ST

163-12
@173
Ac= 0

NORTH MEMORIAL ST

EAST WASHINGTON ST

WICHMAN ST

MEXLEY ST

MAGNO

BELLINGER ST

Museum
CBD

Old
Brown
Hardware
CBD

618
Wichman St
163-12-00-161
GCD

117
Mexley St
163-12-00-166
SEFR

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TDD Relay: 1-800-735-2905

City of Walterboro


242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0009

To: Mayor and Council
From: David B. Dodd, Planning Director 
Subject: Recommendation to rezone TMS# 163-12-00-161 on Wichman Street and
163-12-00-166 on Neyle Street
Date: July 19, 2013

The Municipal Planning Commission recommends an amendment to rezone the above referenced properties to Central Business District (CBD). Parcel 163-12-00-161 at 618 Wichman Street is currently zoned General Commercial District (GCD) and parcel 163-12-00-166 at 117 Neyle Street is currently zoned Single Family Residential (SFR) and both parcels belong to Colleton County and are planned to be combined with the Museum Farmers Market property which is currently zoned Central Business District (CBD).

Colleton County, the applicant, made a request to the Planning Commission to have the property rezoned with the intent of combining four parcels in order to improve and expand the Museum and Farmers Market with the Commercial Processing Kitchen Facility that is planned for the new use of the building at 604 Wichman Street. These four properties currently have three zoning classifications and cannot be combined into one for that reason.

Public notice of the Planning Commission meeting was adequately advertised and conspicuous notice was posted on the property as is required. There was no opposition to the rezoning request and after discussion of the matter, the commission voted to recommend the rezoning to Central Business District (CBD). The adjoining property owners have been notified of this rezoning recommendation.

ORDINANCE # 2013-09

AN ORDINANCE DEFINING SLUM AND BLIGHTED AREAS

WHEREAS, Community Development Block Grants and other sources of funding may be available from time to time for redevelopment and blighted areas; and

WHEREAS, it is appropriate to define "blighted area" for purposes of designation of such area for which funds may be granted for preservation, improvement, and redevelopment in a manner consistent with CDBG program requirements and State law.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO, duly Assembled this 27th day of August, 2013 that the following definition of a "Slum and Blighted Area" is adopted for purposes of designating areas, making application for funds, and expenditure of funds for the improvement, preservation, conservation, or redevelopment of such areas as may be identified by Resolution of Council describing the area and identifying the conditions which meet the standards in the definition.

In accordance with State law, a "Slum and Blighted Area" means any improved or vacant area within identified boundaries located with the territorial limits of the municipality, which meets State law and the following CDBG definition:

Public improvements are in a general state of deterioration in the designated area, or a substantial number of buildings in the designated area are deteriorated or deteriorating, and at least 25% of properties in the area have one or more of the following characteristics:

- Physical deterioration of buildings or improvements
- Abandonment of properties
- Chronic high turnover or vacancy rates in commercial/industrial buildings

- Significant decline in property values or abnormally low property values in relation to other areas in the community; or
- Known or suspected environmental contamination

APPROVED, this _____ day of _____, 2013.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: _____
Second Reading: _____
Public Hearing: _____

Agreement to Provide Unified Dispatching Services for the City of Walterboro and Colleton County through the Sheriff's Office 911 Communications/Dispatch Center

This agreement is made and entered into this _____ day of _____, 2013, by and between the City of Walterboro, Colleton County and the Colleton County Sheriff's Office.

WHEREAS:

1. It is in the best interests of the citizens of Colleton County, South Carolina, that a Countywide Unified 911 Communications/Dispatch Center be created to manage and control E-911 dispatch systems and operations; and
2. The City of Walterboro, County Council and the Colleton County Sheriff deem it to be in the best interest of the County to combine E-911 Communications/Dispatch Operations.

As to the City of Walterboro joining the Colleton County Unified 911 Communications/Dispatch Center:
Colleton County and the Colleton County Sheriff's Office shall;

- 1) As part of the County's upgrade to the 800 MHZ radio system the Unified 911 Communications/Dispatch Center Colleton County will have four (4) MCC7500 Dispatch Console work stations and 911 Telephone Positions within the Colleton County Sheriff's Office Unified 911 Communications/Dispatch Center facility. Colleton County will agree to provide a fifth (5th) Dispatch Console work station and 911 Telephone Position within the Colleton County Sheriff's Office Unified 911 Communications/Dispatch Center facility.
- 2) Colleton County will procure the MCC7500 Dispatch Console work station and a 911 Telephone Position at a maximum cost of One Hundred -Thirty Thousand Dollars (\$130,000) from Motorola Communications as part of the County's upgrade to the 800 MHZ radio system.
- 3) Colleton County Sheriff's office will provide Direct Supervision of City of Walterboro Dispatchers and notify City of Walterboro Command Staff of any issues relating to the City of Walterboro Dispatch Employees.

The City of Walterboro shall;

- 1) Maintain City of Walterboro Dispatch employees on the City of Walterboro payroll and pay salaries and benefits in accordance with the agreement between City of Walterboro and its employees.

- 2) Require that all City of Walterboro dispatchers follow all policies and procedures adopted by the Colleton County Sheriff's office for operations of the Unified 911 Communications/Dispatch Center.
- 3) Relocate necessary land lines from the current location to the 911 center at work stations that will be utilized by the dispatchers.
- 4) Ensure City of Walterboro dispatchers receive the necessary training certifications to meet the standards of the Colleton County Sheriff's Office for operations of the Unified 911 Communications/Dispatch Center and any related training and travel costs.
- 5) Within one year of the date of this agreement, the City of Walterboro shall reimburse, in full, Colleton County for the expense of the additional MCC7500 Dispatch Console work station and a 911 Telephone Position at a maximum cost of One Hundred -Thirty Thousand Dollars (\$130,000) from Motorola Communications as part of the County's upgrade to the 800 MHZ radio system.

In witness where of the parties here to have set their hands and the seals of their respective bodies of governance or offices as of the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Phillip M. Taylor, Sr., Chairman
Colleton County Council

William Young, Mayor
City of Walterboro

ATTEST:

SIGNED:

Ruth Mayer,
Clerk to Council

R.A. Strickland, Sheriff

Approved as to Form
Sean P. Thornton, County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF WALTERBORO)

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the "Agreement") is made and entered into as of this 27th day of August, 2013, by and between the City of Walterboro ("City"), a municipal corporation, and Jeffrey V. Lord ("Lord"), an individual, (each party is sometimes referred to individually as a "Party," and collectively, as the "Parties.").

RECITALS

WHEREAS, on or about February 26, 2008, the Parties entered into an Employment Agreement under which the City agreed to employ Lord as City Manager in return for the payment of compensation and benefits as described therein;

WHEREAS, on or about July 29, 2011, the Parties executed an Amendment to Employment Agreement;

WHEREAS, the Parties mutually wish to sever and terminate the employment relationship upon mutually acceptable, fair, and amicable terms and in order to avoid the time, expense, uncertainty, and inconvenience of any possible disputes or litigation in the future;

WHEREAS, for valuable consideration, the Parties have agreed to terminate the employment relationship between the Parties and to provide for Lord's separation from employment with the City upon the terms and conditions set forth herein-below;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, as well as for other good and valuable consideration, the receipt, sufficiency, and payment of which is hereby acknowledged, the Parties agree as follows:

1. Lord will tender his voluntary resignation as City Manager to be effective on September 30, 2013, and the City agrees to accept such voluntary resignation, subject to the terms and conditions set forth in this Agreement.

2. During the period immediately following the effective date of this Agreement and until the effective date of Lord's resignation from employment, Lord shall continue to use his best efforts to perform his duties as City Manager and shall continue to perform his regular work schedule. During this period, the City shall continue to compensate Lord at his current salary and continue to provide his current benefits (including, but not limited to, health insurance, car allowance, life insurance, short-term or long-term disability insurance, retirement contributions, contributions to deferred compensation account, or any other available benefits offered to full-time employees of the City).

3. Concurrent with the effective date of Lord's resignation, the City shall make a lump payment to Lord in an amount equal to five (5) months of employment salary, including

car allowance, at Lord's current rate of pay, plus Lord's annual leave under the City's current policies as accrued as of the date of this agreement, minus applicable tax and standard payroll deductions (hereinafter "Severance Payment"). The check or draft shall be made payable directly to Lord.

4. Concurrent with the effective date of Lord's resignation, the City shall make a lump sum payment to the South Carolina Retirement System and make the appropriate federal contributions equal to the appropriate employer share as calculated in Section 3 above. The check or draft shall be made payable directly to the South Carolina Retirement System and the appropriate federal agency.

5. For a period of eleven (11) consecutive months following the effective date of Lord's resignation, the City shall pay the insurance premiums for continuation of coverage and benefits (including, but not limited to, health insurance, life insurance, short-term or long-term disability insurance, or any other available insurance benefits offered to full-time employees of the City) for Lord and his qualified dependents during such eleven (11) month period in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), including payments of any employer and employee shares or portions of the premiums and any administrative fees; provided, however, that the foregoing obligation shall terminate should Lord obtain other employment during the eleven (11) month period and if he and his family or dependents are covered or eligible to be covered under his new employer's group plan.

6. Notwithstanding anything contrary in the City's policies, the prior contracts between the Parties, or this Agreement, the Parties agree that Lord may take up to a maximum of six (6) business days of leave (hereinafter "Job Search Leave") during the period immediately following the effective date of this Agreement and until the effective date of Lord's resignation so that Lord may seek, apply for, travel to or from, and interview for other positions or jobs with other potential employers, provided that Lord does not take more than two (2) consecutive business days of such leave per week during this period. If Lord uses the Job Search Leave or any portion thereof, such days of leave or any portion thereof shall not be charged against or deducted from Lord's annual leave normally accrued under the City's policies. If Lord does not use the Job Search Leave or any portion thereof, any unused portion of the Job Search Leave will not be added to Lord's annual leave normally accrued under the City's policies. If Lord exceeds the six (6) business days of Job Search Leave under this paragraph, any additional or excess leave shall be charged against or deducted from Lord's annual leave normally accrued under the City's policies and the payment of the Severance Payment referenced in paragraph 3 above will be reduced accordingly.

7. Concurrent with the effective date of this agreement and again concurrent with Lord's receipt of the payment of the Severance Payment described in this Agreement, Lord shall execute and deliver to the City a full and final general release of claims (hereinafter "Release") in a form acceptable to the City under which Lord shall forever release and discharge the City (and its Mayor, Councilpersons, officers, agents, managers, employees, insurers, attorneys, successors and predecessors in those capacities and their successors, heirs and assigns) from any and all claims, demands, suits, and causes of action of whatever kind or nature, in law or in equity, arising out of or related to Lord's employment with the City, his separation from employment with the City, or the Employment Agreement (or any amendments thereto);

provided, however, that the foregoing shall not be deemed or interpreted to be a release of any claim(s) arising out of or relating to any breach of any executory duties or obligations set forth in this Agreement, none of which shall be released or modified by this paragraph. The Employment Agreement entered into or about February 26, 2008, the Amendment to Employment Agreement entered into on or about July 29, 2011, and any other employment contracts between the Parties shall be deemed cancelled, null, void, and of no effect upon the effective date of this Agreement. (see Section 19 of this Agreement).

8. The City shall not oppose any unemployment filing made by Lord resulting from the resignation of Lord.

9. Lord waives any rights to notice of his separation from employment, right to cure, right to request a public hearing, or right to appeal as may be provided for or required by the Employment Agreement, any other contracts between the Parties, or any local, state, or federal laws.

10. It is understood and agreed to by the Parties that any promises, payments, agreements, or other consideration being exchanged herein are being made or exchanged for the sole purpose of effectuating a cost effective compromise and settlement of all disputes or potential disputes between the Parties, and in making or accepting these promises, payments, agreements, or other consideration, the Parties have not admitted, nor do they now admit, any wrongdoing or liability whatsoever. The Parties expressly deny any wrongdoing or that they are liable to the other in any respect or for any amount whatsoever.

11. The Parties represent and warrant that they have each been advised and have had the opportunity to seek the representation of legal counsel of their own choosing in connection with the preparation and execution of this Agreement. The Parties further represent and warrant that they have each reviewed and fully understand the terms and conditions set forth in this Agreement, including its release, and the implications, whether legal, personal, business, financial or otherwise, of entering into this Agreement.

12. The Parties represent and warrant that they have not been unduly influenced or coerced, in any manner or to any extent, to execute this Agreement by any representation or statement of any other party to this Agreement, and execute this Agreement of their own free will and volition and suffer from no legal disability that would, in any way, prevent them from fully understanding and executing this Agreement.

13. The signatories to this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the Party they are identified as representing below.

14. This Agreement shall be interpreted, enforced, and governed by the laws of the State of South Carolina.

15. It is the intent of the Parties that this Agreement be deemed to have been drafted jointly by the Parties or their legal counsel. No inferences shall be drawn against any Party as having drafted this Agreement.

16. The Parties agree to bear their own attorneys' fees and costs in connection with this Agreement. In the event any litigation is commenced in connection with the enforcement or interpretation of this Agreement, the prevailing Party or Parties shall be entitled to recover their

reasonable attorneys' fees and costs of suit, including appellate fees and costs, from the non-prevailing Party or Parties.

17. The Parties acknowledge and agree that time is of the essence in connection with the rights and obligations set forth in this Agreement.

18. This Agreement shall become binding upon the Parties and effective only when it has been duly and fully executed by all of the Parties and the Agreement has been formally voted upon and approved by the governing body of the City at a duly noticed and authorized public meeting.

19. Indemnification - Beyond that required under Federal, State or Local Law, the City of Waltherboro shall defend, save harmless and indemnify Lord against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Lord's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Lord may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation, provided by City for Lord, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Lord against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Lord in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties as City Manager of City. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Lord recognizes that the City shall have the right to compromise and settle any claim or suit; unless, said compromise or settlement is of a personal nature to Lord.

Further, City agrees to pay all reasonable litigation expenses of Lord throughout the pendency of any litigation to which the Lord is a party, witness or advisor to the City. Such expense payments shall continue beyond Lord's service to the City as long as litigation is pending. Further, City agrees to pay Lord reasonable consulting fees (if no longer City Manager of the City) and travel expenses when Lord serves as a witness, advisor or consultant to City regarding pending litigation.

PROVIDED, HOWEVER, Nothing in this section shall require City to pay Lord's attorney's fees or expenses in any litigation between City and Lord, except as otherwise may be provided for in paragraph 16 of this Agreement.

SIGNATURE PAGES FOLLOW

rev03gwc

IN WITNESS WHEREOF, the Parties set forth below have executed this Separation Agreement on the date(s) set forth below.

JEFFREY V. LORD

Date: _____

Attest by: _____

IN WITNESS WHEREOF, the Parties set forth below have executed this Separation Agreement on the date(s) set forth below.

CITY OF WALTERBORO,
a municipal corporation (city seal)

By: _____

Its: Mayor

Date: _____

Attest by: _____