

Telephone: 843-549-2545

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Relay: 1-800-735-2905

# City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

Walterboro City Council  
Public Hearing and Regular Meeting  
September 10, 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. Review Program Accomplishment and Performance - CDBG Grant # 4-A-10-009 Closeout, Doodle Hill Public Safety Project, Michelle Knight, Lowcountry Council of Governments.
2. Application Public Hearing for the South Jefferies Streetscape Project.

### IV. Requests for Appearance:

1. Mr. Horace Simmons, Community Action Line Against Violence.

### V. Approval of Minutes:

1. Minutes of the August 27, 2013 Public Hearing and Regular Meeting (Minutes attached).

### VI. Old Business:

1. **Ordinance # 2013-09**, An Ordinance Defining Slum and Blighted Areas in the City of Walterboro, **Second Reading and Adoption** (Ordinance attached).

### VII. New Business:

1. **Resolution # 2013-R-07**, Designating a Slum and Blighted Area in the City of Walterboro (Resolution attached).
2. **Resolution # 2013-R-08**, A Resolution Authorizing Submission of a Community Development Block Grant (CDBG) Community Enrichment Application for the South Jefferies Streetscape Project in the Amount of \$500,000 and Committing a 10% (\$50,000) Match in Program Income Funds, and Authorization for the City Manager to Commit Additional Funding in the Amount of \$187,000 (Resolution attached).

3. Consideration of Contract for Sale of Gasoline and Diesel between Rhodes Oil Company, Inc. and the City of Walterboro (to be effective August 21, 2013) (Contact attached).
4. Request to Use the Downtown Waterfall Plaza for Salkehatchie Stew's Fifth Annual Mystery Stroll on Friday, **October 25, 2013, 5:00 P.M. to 10:00 P.M.**
5. Request for Street Closings at **4:00 P.M.** for Annual Christmas Parade at **6:00 P.M.** on **Dec. 8, 2013** by the Colleton County Rice Festival Board (Letter and Parade Permit Request attached).

**VIII. Committee Reports:**

1. Youth Committee Report - Council Member Tom Lohr.

**IX. Executive Session:**

1. Personnel Matter - Discussion of Appointments - Boards and Commissions.
2. Personnel Matter - Hiring of a New City Manager.

**X. ADJOURNMENT.**

**PUBLIC NOTICE**  
**City of Walterboro**  
**Community Development Block Grant**  
**Public Hearing Concerning Program Performance**  
**and Accomplishments**

NOTICE IS HEREBY GIVEN that on Tuesday, September 10, 2013 at 6:15 p.m. in City Council Chambers at 242 Hampton Street, Walterboro, SC the City of Walterboro will hold a public hearing concerning to review program performance and accomplishments conducted under a Community Development Block Grant (CDBG) project known as CDBG Project # 4-A-10-009 City of Walterboro Doodle Hill Public Safety Project, wherein the following activities were undertaken:

The City of Walterboro expended approximately \$625,000 in CDBG funds and \$56,950 in local funds. As proposed, this project benefited 579, persons, of which approximately 397 (68.5%) persons are considered low-to-moderate income.

This public hearing and the matters to be discussed are subject to the provisions of the City of Walterboro's Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of the City of Walterboro in the planning and implementation of community and economic development projects which will involve CDBG funds.

The Citizen Participation Plan and the application are available for review at 242 Hampton Street, Walterboro, SC, between the hours of 9:00 a.m. – 5:00 p.m., Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Michelle Knight, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945, (843) 726-5536.

The City of Walterboro does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Jeffrey V. Lord, 242 Hampton Street, Walterboro, SC (843) 782-1000, has been designated to coordinate compliance with the nondiscrimination requirements contained in the U. S. Department of Housing and Urban Development's regulations.

**City of Walterboro**  
**CDBG Notice of Public Hearing Concerning Application**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, September 10, 2013 at 6:30 p.m. at City Council Chambers located in City Hall, 242 Hampton Street, City of Walterboro will hold a public hearing concerning an application to be submitted to South Carolina Department of Commerce, Grants Administration on or about September 16, 2013, for a Community Development Block Grant. City of Walterboro is requesting \$500,000 in CDBG funds to carry out the following activities:

*The City of Walterboro proposes to use CDBG funds to construct concrete and brick sidewalks, landscaped medians, asphalt resurfacing, crosswalks, utility and pavement adjustments, columns, landscaped islands, pavement demolition, paving, striping, landscaping shoulder, irrigation, signage, storm drainage, curb and gutter, streetscape lighting, electrical outlets and banners. This project will benefit 4,687 persons of which 2,031, (43.3%) are considered low-to-moderate income.*

This public hearing and the matters to be discussed are subject to the provisions of the City of Walterboro's Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of the City of Walterboro in the planning and implementation of community and economic development projects which will involve CDBG funds. The Citizen Participation Plan and the application are available for review at City Hall, during regular business hours. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Michelle Knight, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945, (843) 726-5536.

Walterboro County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Jeff Lord, City Manager, PO Box 709, Walterboro, SC 29488, (843) 782-1000 has been designated to coordinate compliance with the nondiscrimination requirements contained in the U. S. Department of Housing and Urban Development's regulations.

*Note: Assistance will be provided to accommodate the special needs of disabled persons, upon request.*

August 26, 2013

Mr. Jeff Lord  
City Manager  
City of Walterboro  
P.O. Box 709  
Walterboro, SC 29488

Re: City Council Meeting

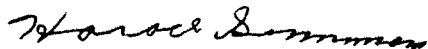
Dear Mr. Lord,

Please allow me a few minutes to address City Council at the next City Council Meeting.

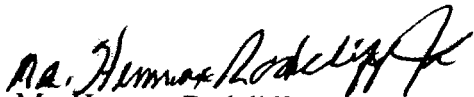
I would like to discuss with City Council concerns I have received from our community for our elected officials and/or leaders to deliver a "State of the City" address to the community. Our ultimate goal is to improve the working relationship between the city and the community as a whole.

Thank you for allowing me to speak to City Council.

Sincerely,



Mr. Horace Simmons  
Community Action Line Against Violence



Mr. Herman Radcliff, Jr.  
Community Action Line Against Violence

DRAFT

Walterboro City Council  
Public Hearing and Regular Meeting  
August 27, 2013

**MINUTES**

A Public Hearing and Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, August 27, 2013 at 6:33 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. (NOTE: Vacant seat remains due to passing of Councilman Randy Peters). City Manager Jeff Lord, City Clerk Betty Hudson and City Attorney George Cone were also present. Approximately 21 persons were present in the audience.

There being a quorum present, the Mayor called the meeting to order and apologized for starting the meeting late due to a previous meeting on City business. The Mayor gave the invocation and Council Member Siegel led the Pledge of Allegiance to our flag.

**PUBLIC INPUT ON AGENDA ITEMS:**

There were no comments or questions received on agenda items.

**PUBLIC HEARING:** The Mayor then opened a public hearing to receive comments and questions on the following proposed ordinance.

- 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).

The Mayor opened the floor to hear any comments on the above ordinances. No comments or questions were received. The hearing was closed and the regular meeting began.

**APPROVAL OF THE MINUTES:**

The Minutes of the August 20, 2013 Rescheduled Regular Meeting were approved as submitted on the motion of Council Member Lohr, seconded by Council Member Siegel and **passed unanimously**.

**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**.

A motion was made by Council Member Bonds giving Second Reading and Adoption to Ordinance # 2013-08. Council Member Broderick seconded the motion that passed with all members voting in favor. This ordinance would rezone two parcels of land on Wichman and Neyle Street (Tax Map Nos. 163-12-00-161 and 163-12-00-166 from General Commercial and Single Family Residential to Central Business District (CBD).

**NEW BUSINESS:**

1. **Ordinance # 2013-09**, An Ordinance Defining Slum and Blighted Areas, **First Reading**.

**MINUTES/Page II**

City Manager Lord informed Council that the City had applied for some funding through CDBG for areas with economic development and business development. With this particular kind of funding, it needs to have areas designated as slum or blight. What this ordinance does is that it defines slum and blight, then between first reading and second reading of this ordinance, we will have to add some language defining the area. The area that this is intended to apply to is the South Jefferies area.

A motion was made by Council Member Siegel, seconded by Council Member Lohr giving First Reading Approval to Ordinance # 2013-09, being: An Ordinance Defining Slum and Blighted Areas. The motion passed unanimously.

2. **Consideration of Agreement to Provide Unified Dispatching Services with the City of Walterboro and Colleton County through the Sheriff's Office 911 Communications/Dispatch Center**

City Council Lord explained that this is an agreement where the Sheriff's Office, also Colleton County, in which we would move our dispatchers over into their 911 Dispatch Center. The City would gain the ability to use a computer-aided dispatch system, allowing for better tracking and analysis of calls and improving response time. It also requires that the City pay up to \$130,000 for a dispatch console next year.

A motion was made by Council Member Syfrett to approve the Agreement to Provide Unified Dispatching Services with the City of Walterboro and Colleton County through the Sheriff's Office 911 Communications/Dispatch Center. Council Member Broderick seconded the motion.

In discussing the motion, Council Member Bonds asked the City Manager if our consultant is going to address this issue at all? Is this something that they would be in favor of? Council Member Bonds further stated, personally I would be in favor of it because we need the CAD System. City Manager Lord responded, they highly recommend that the City have a CAD System.

Council Member Siegel then asked the City Manager to define and explain the CAD System, for the benefit of the public. He further stated, it is my understanding that currently we manually take down these reports and so we don't retain the actual essence of the report or recording. Mr. Lord stated, right now the dispatchers have a log that they fill out. What a computerized dispatcher allows you to do is record from second to second when the call come in, when the call answered, when the call is dispatched, when the call is concluded, and a myriad of other data will be gathered.

**The motion then passed unanimously.**

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**

Mr. Lord stated, this one is a long time coming. The City began the grant process for the Loop Project in 2010 and completed contractual negotiations last year before recently gaining approval from the S.C. Department of Transportation to move forward with the project. This allows us to do the entire engineering of the Loop Project at one time and then apply the match funds as you go.

Mr. Lord further explained that the City issued RFQ's for design in April of 2012. Received those and notified the most apparent qualified in June 2012 and then negotiations began, and negotiations were reviewed by SCDOT. So, that took another year. We finally have their approval. The end result is a contract approved by SCDOT, which is for \$834,014.38.

**MINUTES/Page III**

Mr. Lord reported that this grant received by the City covers the area of the intersection of Washington Street and Jefferies Blvd. with some improvements to the Green Pond Highway as well.

The contact with Wood+Partners also covers a two-phase Loop Project which includes 18 enhancement projects making up the proposed street-scape/intersection improvements along the six mile transportation corridor of Bells Highway and Sniders Highway near I-95 exits 53 and 57.

A motion was made by Council Member Siegel to approve an agreement with Wood+Partners for the Design of the I-95 Loop Project in the amount of \$834,014.38. Council Member Bonds seconded the motion.

In discussing the motion, Council Member Siegel pointed out that in the City's Request for Qualifications (RFQs), there is language which says, "The project will be funded in part through Department of Transportation Enhancement Funds, Colleton County Transportation Commission Funds and City of Walterboro Funds". He asked the City Manager, have we earmarked funds to apply to this project? City Manager Lord responded affirmatively. He noted that these are the Accommodations Tax Funds. Council Member Siegel then asked, are these funds we have been accumulating for some time? Mr. Lord responded, yes. Council Member Siegel then asked, so then are we in a position to go forward without any additional appropriation for this fiscal year? Mr. Lord responded that the Accommodations Tax is not a budgeted fund. So, it's not a part of the Enterprise or General Fund Budget. The Accommodations Tax and Hospitality Tax has been accruing as the City's match for these kinds of projects. Because of the assistance from the Colleton County Transportation Commission, this helps out greatly.

**The motion then passed with all members voting in favor.**

4. **Consideration of Separation Agreement between City Manager Jeff Lord and the City of Walterboro**

City Attorney Cone suggested that a motion to approve this agreement should include "an authorization for the Mayor to sign the agreement".

A motion was then made by Council Member Bonds to approve the Separation Agreement as submitted and authorization for the Mayor to sign the agreement. Council Member Lohr seconded the motion. The motion passed unanimously.

5. **Acceptance of the Resignation of Jeffrey V. Lord, as City Manager**

A motion was made by Council Member Bonds to accept the resignation of Jeff Lord as City Manager. Council Member Siegel seconded the motion. The motion was approved with a vote of 4/2 with Council Members Bond, Siegel, Syfrett and Broderick voting in favor, and Mayor Young and Council Member Lohr opposing the motion.

Mayor Young then told Mr. Lord, we appreciate everything you have done.

**COMMITTEE REPORTS:**

There were no committee reports given.

There being no further business, a motion to adjourn was made by Council Member Lohr, seconded by Council Member Broderick and passed unanimously. The Mayor adjourned the meeting at 6:45 P.M. Notice of this meeting was distributed to



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Walterboro City Council  
Public Hearing and Regular Meeting  
August 27, 2013

**MINUTES/Page IV**

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 # 2013-09**

**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 10<sup>th</sup> day of September, 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 10<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
William T. Young, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Betty J. Hudson  
City Clerk

First Reading: August 27, 2013

Second Reading: \_\_\_\_\_

**RESOLUTION NO. 2013-R-07**

**WHEREAS,** the City of Walterboro South Carolina is concerned about the economic viability of slum and blighted areas within the corporate limits; and,

**WHEREAS,** the slum and blighted area projects a negative visual image of the community; and,

**WHEREAS,** the economic, social, physical, and cultural well-being of the City is adversely affected by the conditions of this slum and blighted area; and,

**WHEREAS,** there exists the opportunity to improve, preserve and redevelop this slum and blighted area to the benefit of the community; and,

**WHEREAS,** the slum and blighted area qualifies under the provisions of Ordinance # 2004-08 passed in Council on 17<sup>th</sup> day of August, 2004; and,

**WHEREAS,** the following detrimental conditions have been identified for at least 25% of the population in the area which qualify the area under the State Law:

- 1) Physical deterioration of Improvements
- 2) Chronic low turnover rates
- 3) Abnormally low property values
- 4) Deterioration

**NOW, THEREFORE, BE IT RESOLVED,** that the following area be designated a “Slum and Blighted” Area: (Description and boundaries of area and attached map of the area).

*This project will cover South Jefferies Boulevard from Detreville Street to Sanders Street.*

**RESOLVED AND AGREED** upon this 10<sup>th</sup> day of September, 2013.

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William T. Young, Jr.  
Mayor

ATTEST

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Betty J. Hudson  
City Clerk

**RESOLUTION NO 2013-R-08**

**WHEREAS**, the need to address quality of life issues for the City of Walterboro, and addressing the concerns and issues of LMI residents is a priority for the City, and downtown revitalization has been identified as a priority community need for City of Walterboro, and

**WHEREAS**, the City of Walterboro wishes to address this need by making application to the South Carolina Department of Commerce, Division of Grant Administration for Community Enrichment Funds in order to make corridor improvements along South Jefferies Boulevard.

**WHEREAS**, the completion of this project would directly benefit 4,687 persons in the City, of which 43% qualify as having low-to-moderate incomes,

**NOW THEREFORE BE IT RESOLVED** by the City Council of Walterboro, South Carolina, that

1. City Council hereby endorses the South Jefferies Streetscape Project because it will greatly improve the quality of life for the residents of the City.
2. The City Manager shall be and is authorized to prepare and submit a Community Development Block Grant (CDBG) Community Enrichment Application for the South Jefferies Streetscape Project and to commit program income funds in the amount of 10% of the grant request to meet the matching commitment of the Community Development Program.
3. The City Manager shall be authorized to commit additional funding in the amount of \$187,000 to meet the August 2013 cost proposal estimate for the proposed project.

**ADOPTED**, THIS 10<sup>TH</sup> DAY OF SEPTEMBER, 2013.

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**William T. Young Jr.**  
Mayor

**ATTEST:**

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**Betty J. Hudson**  
City Clerk

**GASOLINE AND DIESEL CONTRACT OF SALE**

This Gasoline and Diesel Contract of Sale (the "Contract") is made and entered into to be effective as of August 14<sup>th</sup> 2013, by and between the **City of Walterboro, South Carolina**, 248 Hampton Street, Walterboro, South Carolina 29488, (the "Purchaser") and **Rhodes Oil Company Inc.**, 305 Moore Street, P.O. Box 1545, Walterboro, S.C. 29488 (the "Seller").

**WITNESSETH**

In consideration of the mutual promises herein contained, Purchaser agrees to purchase, receive and pay for product(s) of the kind and in the quantities and under the terms and conditions specifically set forth herein. Products are available at the following locations:

Rhodes Oil Company, Inc. 305 Moore Street, Walterboro, SC  
RhodesWay # 101, 201 S. Jefferies Boulevard, Walterboro, SC  
RhodesWay # 102, 1400 N. Jefferies Boulevard, Walterboro, SC

1. Duration.

(a) This Contract shall become effective on or no later than August 21, 2013, and shall continue in effect until the 20<sup>th</sup> day of August 2018 (the "Term"). Thereafter, this Agreement shall automatically renew for successive two (2) year periods unless either party has given the other written notice of termination no less than ninety (90) days prior to the expiration of the then existing term; PROVIDED, HOWEVER, Seller shall give written notice to Purchaser of the date on which this contract will automatically renew at least one hundred eighty (180) days prior to the automatic renewal date; and the notice shall contain notice of the City's option to give notice of termination as provided in this paragraph.

2. Products. The products to be purchased by Purchaser from Seller shall be gasoline motor fuels and diesel motor fuels (the "Products" or "Product"). Seller and Purchaser contemplate that all Products covered by this Contract shall meet all government specifications.

3. Quantity. Purchaser agrees that any purchases of gasoline or diesel made within Colleton County will be purchased from Seller at locations identified herein as being operated by Seller, PROVIDED, HOWEVER, this requirement will be suspended during any period of time when any two or more of Seller's location listed above are not operational. Purchaser has disclosed to Seller that in the normal course of their operations as a Municipality that there are occasions when gasoline or diesel must be purchased outside of Colleton County as employees of Purchaser travel out of the County on occasion. Purchaser agrees that it will make all reasonable attempts to buy its gasoline and diesel within the County.

4. Price. The "Price" is defined as the posted price on fuel dispensers less the applicable "Federal Excise Tax". Currently, the United States "Federal Excise Tax" is 18.4 cents per gallon on gasoline and 24.4 cents per gallon on diesel fuel. Products covered by this Contract shall be invoiced by Seller and further discounted at the following rates:

- (a) Year One (1) – 3 and ½ Cents (\$0.035) per gallon less than Price
- (b) Year Two (2) – 4 Cents (\$0.04) per gallon less than Price
- (c) Year Three (3) – 4 and ¾ Cents (\$0.0475) per gallon less than Price

- (d) Year Four (4) – 6 Cents (\$0.06) per gallon less than Price
- (e) Year Five (5) – 6 Cents (\$0.06) per gallon less than Price
- (f) All option periods 6 Cents (\$0.06) per gallon less than Price.

All products are subject to all other applicable taxes and transactions must be executed via Seller's proprietary credit card in order to receive the discounts. Purchaser agrees to pay within fifteen (15) days of delivery of invoice for all Products sold to Purchaser by Seller under the terms of this Contract.

5. Credit. Seller shall not be obligated to extend any credit to Purchaser in connection with sales pursuant to this Contract, except as provided in Section 4 hereinabove, unless, in the event of a natural or manmade emergency in which Purchaser is forced to cease accounts payable operations. In the event of such emergency, any outstanding invoices will be paid within fifteen (15) days of the reestablishment of accounts payable operations.

6. Taxes. It is agreed that any duty, tax, fee, or other charge which Seller may be required to collect or pay under any municipal, state, federal or other laws now in effect or hereafter enacted with respect to the production, manufacture, inspection, transportation, storage, sale, delivery or use of the Products covered by this Contract shall be added to the prices to be paid by Purchaser for Products purchased hereunder, PROVIDED, HOWEVER, the terms of this section do not apply to "Federal Excise Tax" which is excluded as provided in Section 4 hereinabove.

7. Assignment. This Contract shall not be transferred or assigned by Purchaser, in whole or in part, directly or indirectly, without the prior written consent of Seller. Seller may assign this Contract in whole or in part with the consent of Purchaser, which shall not be unreasonably withheld.

8. Waiver. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

9. Notices. All written notices required or permitted to be given by this Contract shall be deemed to be duly given if delivered personally or sent by certified mail return receipt requested to Seller or to Purchaser, as the case may be, at the address set forth in the first unnumbered paragraph of this contract or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The notice shall be deemed to be delivered on the first to occur of the following two events: (a) actual receipt of the notice as shown by the signed receipt (green card) for the Certified mail; or (b) five business days after the date of mailing of the certified mail. PROVIDED, HOWEVER, notice of change of address must be received to be effective.

10. Termination.

- (a) This Contract may be terminated upon expiration of the Term stated in Section 1.
- (b) In addition to all other remedies available at law or in equity, this Contract may be terminated by Seller:
  - (i) If Purchaser becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefits of debtors or Purchaser's creditors, or if a receiver is appointed for Purchaser; or



- (ii) If Purchaser fails to pay in a timely manner any sums when due hereunder; or
  - (iii) If Purchaser defaults in any of its obligations under this Contract.
- (c) In addition to all other remedies available at law or in equity, this Contract may be terminated by Purchaser:
- (i) If Seller becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefits of debtors or Seller's creditors, or if a receiver is appointed for Seller; or
  - (ii) If Purchaser defaults in any of its obligations under this Contract.
- (d) Termination of this Contract by either party for any reason shall not relieve the parties of any obligation theretofore accrued under this Contract.

11. Accord. The parties to this Contract have discussed the provisions herein and find them fair and mutually satisfactory and further agree that, in all respects, the provisions are reasonable and of material significance to the relationship of the parties hereunder, and that any breach of a provision by either party hereto or a failure to carry out said provisions in good faith shall be presumed to be substantial, PROVIDED, HOWEVER, said presumption shall be rebuttable.

12. Compliance with Laws, Severability of Provisions. Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause, or combination of the same is in violation of any law, such sentence, paragraph, clause, or combination of the same shall be inoperative, and the remainder of this Contract shall remain binding upon the parties hereto. If any provision of this Contract shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision that shall be invalid, and, in all other respects, this Contract shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Contract may be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

13. Entire Agreement. This writing is intended by the parties to be a final, complete, and exclusive statement of their agreement about the matters covered herein. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS, OR WARRANTIES AFFECTING IT. No amendment or alteration to this Contract shall have any effect unless made in writing and signed by an authorized representative of Seller and Purchaser.

14. Damages. NO CLAIM SHALL BE MADE UNDER THIS CONTRACT FOR SPECIAL OR CONSEQUENTIAL DAMAGES.

15. Prior Agreements. This Contract cancels and supersedes any prior agreements between the parties hereto covering the purchase and sale of Products covered by this Contract.

16. Commencement. This Contract, or any modification thereof, shall not be binding upon Seller until signed on its behalf by an authorized representative of the Seller. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement. This Contract, or any modification thereof, shall not be binding upon Purchaser until signed on its behalf by an authorized representative of the Purchaser. Commencement of

performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Purchaser of this requirement.

17. Attorneys' Fees. Each party shall pay their own attorneys' fees and other litigation expenses in connection with any litigation arising out of this contract.

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

**SELLER:**  
**RHODES OIL COMPANY, INC.**

BY: \_\_\_\_\_  
Lawton R. Smith, President

**PURCHASER:**  
**CITY OF WALTERBORO, SOUTH CAROLINA**

BY: \_\_\_\_\_  
Jeffrey V. Lord

ITS City Manager



July 25, 2013

Walterboro City Council  
242 Hampton St.  
Walterboro, SC 29488

Attn: Jeff Lord, City Manager

Dear Council,

The Salkehatchie Stew executive committee has started to organize the Fifth Annual Mystery Stroll. The theme for this year is "Magical Realms" (working title). The event will take place on October 25th 2013 Friday night. We would want to use the Waterfall area again on Friday evening as always.

We request City Council approval for the use of the waterfall area between the hours of 5:00 and 10:00 PM on the evening of October the 25th. We ask that you include this on your agenda for the second scheduled City Council meeting in August of 2013 if possible.

On behalf of the executive committee of Salkehatchie Stew: The Colleton Collection, we thank you for your continued support and encouragement. If you have any questions regarding the above please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Carmela", is written over a horizontal line.

Dr. Carmela Gottesman

Co-chair  
cvgottesman@sc.edu



# Colleton County Rice Festival

200 East Washington Street • Walterboro, South Carolina 29488  
(843) 549-1079 • Fax (843) 549-5232

August 20, 2013

City of Walterboro  
Mayor & City Council  
P. O. Box 709  
Walterboro, SC 29488

Re: Street Closing for Christmas Parade  
Sunday, December 8, 2013


Dear City Officials:

The Colleton County Rice Festival Board wishes to request that the city close certain streets for the 2013 Christmas Parade.

The parade is being held Sunday, December 8, 2013 at 6:00 pm We ask that the streets be closed at 4:00 pm. The parade route will start on Hampton Street at The Colleton Center, proceed east turn right on Jefferies Highway, turn right on Washington Street, turn right on Neyle Street, turn right on N. Miller Street and end back at the Colleton Center. The parade route is one mile long. In addition, we are requesting two parking spaces blocked off in front of the waterfall on Washington Street for announcing and judging the parade.

Thank you very much for your generous cooperation.

Sincerely,



Jimmy Trippe, President

JT/cfb

# **Christmas Parade**

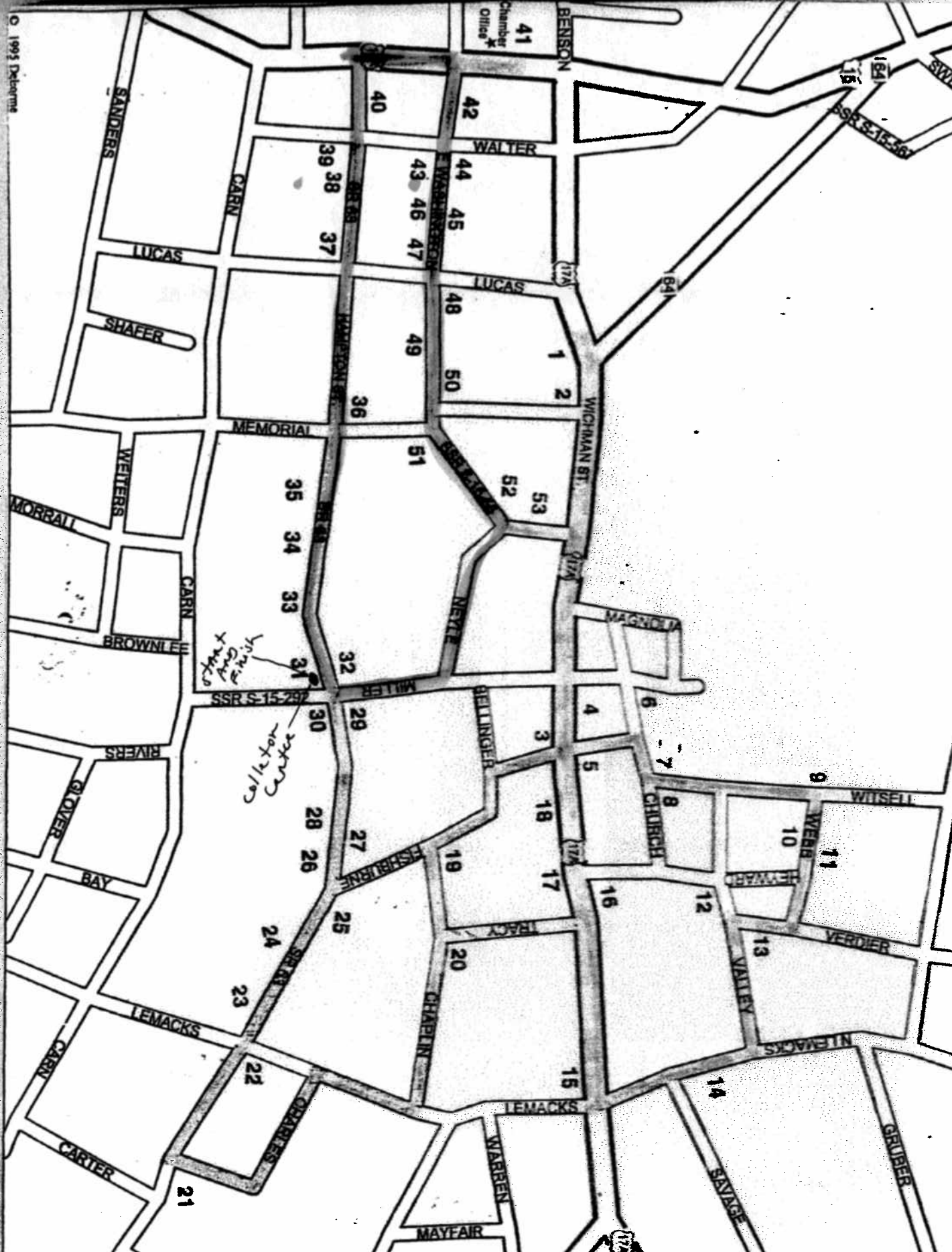
**Sunday, December 8, 2013 at 6:00 P.M.**

(Line up beginning at 2:00 pm in front of The Colleton Center on Hampton Street)

The Colleton County Rice Festival Board invites you to enjoy the Christmas Tree Lighting Ceremony at City Hall on Hampton Street at 5:00 pm followed by the Christmas Parade at 6:00 pm.

The parade route will start at The Colleton Center on Hampton Street and proceed East on Hampton, turn right on Jefferies Highway, turn right on Washington Street, turn right on Neyle Street, turn right on North Miller Street and end back at The Colleton Center.

Parade applications are available at the Walterboro Chamber of Commerce Office on Washington Street or go online at [www.ricefestival.org](http://www.ricefestival.org).



*Harris*  
*Carter*

Chamber  
 Office

BENSON

WALTER

LUCAS

WICHMAN ST.

MEMORIAL

MAGNOLIA

BROWNLEE

CHURCH

WITSELL

RIVERS

WEIR

BAY

VERDIER

LEMACKS

LEMACKS

CARTER

SAVAGE

GRIFFIN

MAYFAIR

CHAPLIN

WAREEN

FISHER

BELLINGER

TRACY

DEWALL

VALLEY

SHAW

CHARLES

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**CITY OF WALTERBORO  
PARADE/PROCESSION PERMIT REQUEST**

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: 8-20-13

1. Person submitting application: Jimmy Tripp  
Address: 445 Cranblee RD Walterboro, S.C. 29488  
Telephone: 843-893-7058
  
2. Name of Organization: Colleton County Rice Festival  
Chairperson/President: Jimmy Tripp  
Address: 403 E. Washington Street Suite A, Walterboro, S.C. 29488  
Telephone: 843-549-1079
  
3. Parade Chairman: Charlie Sweat  
Address: 213 N. Lemacks Street, Walterboro, S.C. 29488  
Telephone: 843-635-5200
  
4. Date/Time of Parade: December 8, 2013 6:00 p.m.
  
5. Parade Route requested (Attach Sketch) (see attached sheet)  
Starts At Hampton St At the Colleton Center, proceeds EAST turn  
right on Jeffries Hwy., turn right on Washington St., turn right  
on Meyle St, turn right on N. Miller St. AND END BACK AT Colleton Center.
  
6. Number of Vehicles/Floats: 80 Approx Number of Animals: 10 Approx
  
7. Portion (width) of street parade will occupy: Entire street
  
8. Additional Information (Upon Request): street to be closed AT  
4:00 p.m. on Dec 8

Charlie Sweat  
Signature/Parade Chairman

[Signature]  
Signature/Organization Chairperson

\_\_\_\_\_ Approval                      \_\_\_\_\_ Disapproval

\_\_\_\_\_  
Otis L. Rhodes, Chief of Police

\_\_\_\_\_  
Jeff Lord, City Manager

**NOTE:>>>Call Police Dept. (549-1811) to confirm Parade/Procession Route three days prior to parade.**