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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  
December 5, 2017  
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. Presentation:**

1. 2016-2017 Comprehensive Annual Financial Report - The Baird Audit Group, LLC - Mr. Rep E. (Butch) Whiddon.

**IV. Old Business:**

**V. New Business:**

1. **Ordinance # 2017-13**, An Ordinance to Amend the Code of Ordinances of the City of Walterboro, South Carolina, to Provide for Changes to Chapter 6, Buildings and Building Regulations, **First Reading** (Ordinance attached).
2. **Ordinance # 2017-14**, An Ordinance to Amend the Unified Development Ordinance of the City of Walterboro, South Carolina, to Provide for Changes to Chapter 4, Section 4.7.3.1 General Provisions Item D.2, and Section 4.7.3.9 Additions to Existing Structures Item I.3, and Section 4.7.4 New Structures Item G.4, of the Unified Development Ordinance of the City of Walterboro, **First Reading** (Ordinance attached).
3. **Ordinance # 2017-15**, An Ordinance to Amend the Unified Development Ordinance of the City of Walterboro, South Carolina, to Provide for Changes to Chapter 3, Section 3.2.1, Accessory Apartment of the Unified Development Ordinance of the City of Walterboro, **First Reading** (Ordinance attached).
4. **Ordinance # 2017-16**, An Ordinance to Amend the Unified Development Ordinance of the City of Walterboro, South Carolina, to Provide for Changes to Chapter 8, Section 8.6 Parking of Heavy Vehicles of the Unified Development Ordinance of the City of Walterboro, **First Reading** (Ordinance attached).

5. **Resolution # 2017-R-07**, Certification of November 7, 2017 Municipal General Election Results (Resolution attached).
6. Consideration of State of South Carolina Statewide Mutual Aid Agreement with the City of Walterboro, South Carolina for Emergency and Disaster Response/Recovery (Agreement attached).
7. Acceptance of Resignation of Carl Brown from the Building Board and Greg T. Pryor from the Planning Commission.
8. Consideration of 2018-2019 Budget Calendar (Calendar attached).
9. Request to Close Streets for 1<sup>st</sup> Annual Resolution Run on **January 6, 2018** from 8:30 A.M. to 10:30 A.M. by Colleton County Arts Council (Letter attached).
10. Consideration of 2017 Rice Festival Requests for **April 27-28, 2018** by Susan Nettles, Chairman Colleton County Rice Festival, including Street Closing Requests and Parade Permit Request, etc. (Copies attached).
11. Notice of 2017 City Council Retreat, Location and Time (Notice attached).

**VI. Committee Reports:**

**VII. City Manager's Report:**

**VIII. Executive Session:**

1. Receipt of Legal Advice - I-95 Business Loop Project, Phase 1C/1D.
2. Contractual Matter: I-95 Business Loop Project, Phase 1B.
3. Personnel Matter - Municipal Court.

**IX. Open Session:**

1. Council May Take Action on Matters Discussed in Executive Session.

**X. ADJOURNMENT.**

**ORDINANCE # 2017-13**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF WALTERBORO, SOUTH CAROLINA TO PROVIDE FOR CHANGES TO CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS.**

**WHEREAS**, it is the desire of City Council to adopt, in all respects, the various Standard and International Codes relating to building, fire prevention, gas, housing, mechanical, plumbing, swimming pools and electrical; and

**WHEREAS**, the adoption of these codes is done to facilitate proper inspection activities by the City of Walterboro relating to construction and maintenance of buildings within the City and relating to public safety, health and general welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED**, that Chapter 6 is hereby amended by removing Sections 6.2 and 6.19 in their entirety and amending Sections 6.7 (f), 6.10, 6.13, 6.42 (1)(3)(7) and (8).

**Chapter 6 - BUILDINGS AND BUILDING REGULATIONS<sup>(1)</sup>**

Footnotes:

--- (1) ---

**State Law reference**— Mandatory adoption by the State Building Code Council of certain recognized codes, S.C. Code Ann. § 6-9-50; codes which local government may adopt by reference, S.C. Code Ann. § 6-9-60; in absence of State Building Code Council adoption, local government may adopt administrative provisions of technical codes, S.C. Code Reg. 8-236(E); qualification for local modification of technical code, S.C. Code Reg. 8-245; building permit, S.C. Code Ann. § 5-25-310; right of inspector to enter premises, S.C. Code Ann. § 5-25-340.

**ARTICLE I. - IN GENERAL**

**Sec. 6-1. - Codes**—Adopted; enforcing officials.

- (a) In compliance with S.C. Code Ann. § 6-9-10, as amended, the City of Walterboro acknowledges its responsibility to enforce the editions of the 2015 International Building, Residential, Fire, Plumbing, Mechanical, Fuel and Gas Code, Existing Building Code, Property Maintenance Code, 2009 Energy Code and the ICC A117.1-2009 with South Carolina modifications. All mentioned codes as published by the International Code Council and the 2014 edition of the National Electrical Code, as published by the National Fire Protection Association, which have been duly adopted and modified by the South Carolina Building Codes Council.
- (b) In addition to the building codes named herein and as authorized by S.C. Code Ann. ( 6-9-60, the City of Walterboro hereby adopts Annex H (Administration and Enforcement) of the 2014 National Electrical Code, as published by the National Fire Protection Association, Chapter 1 (Administration) of the International Building, Residential, Fire, Plumbing, Mechanical, Fuel and Gas Code, Existing Building Code, 2009 Energy Code, ICC A117.1-2009, and the 2015 International Property Maintenance Code as published by the International Code Council.

(c) Within the codes adopted above, when reference is made to the duties of certain officials named therein, the official with corresponding duties shall be the responsible official to enforce the provisions of said codes.

(d) The International Building Code is hereby amended to read as follows:

The Building Board shall consist of five members. Such Board shall be composed of two members who shall be an architect, a general contractor or an engineer, and three members at large from the building industry. The Board shall be appointed by City Council.

(Code 1994, § 4-4; Code 2003, § 4.101; Ord. No. 2002-7, 3-26-2002; Ord. No. 2008-05, 5-27-2008; Ord. No. 2008-13, 9-9-2008; Ord. No. 2013-07, 7-23-2013; Ord. No. 2016-06, 8-2-2016)

~~Sec. 6-2. - Same—Interpretation.~~

~~In case of conflict between any provision of the building codes adopted by Section 6-1 and any provision of this Code, the more restrictive provision shall apply.~~

(Code 1994, § 4-2; Code 2003, § 4.102)

Sec. 6-3. - Same—Enforcement.

The Building Official and Code Enforcement Officer shall be responsible for enforcing the provisions of the building codes adopted by Section 6-1.

(Code 1994, § 4-3; Code 2003, § 4.103)

Sec. 6-4. - Same—Amendments.

Amendments to codes shall be by ordinance, subject to State law.

(Code 2003, § 4.104)

Sec. 6-5. - Numbering system of buildings and lots.

The 100-block system for numbering the buildings and lots adjacent to the City streets is established; provided that Hampton Street shall be the dividing street between north and south. An appropriate number in accordance with such system shall be assigned to each building or each 15 feet of vacant property on Washington Street, Jefferies Boulevard, Hampton Street between Miller Street and Jefferies Boulevard, Railroad Avenue between Moore Street and Wichman Street, Wichman Street between Miller Street and Jefferies Boulevard, Walter Street between Carn Street and Wichman Street, and Lucas Street between Carn Street and Wichman Street. An appropriate number in accordance with such system shall be assigned to each building or each 40 feet of vacant property fronting on all other City streets.

(Code 1994, § 4-5; Code 2003, § 4.105)

Sec. 6-6. - Assignment of numbers; display.

(a) Numbers shall be assigned pursuant to S.C. Code Ann. § 23-47-60.

(b) All residential, commercial and industrial structures shall display the number assigned to it. The number shall be displayed in a manner as to be visible from the street on which the structure fronts.

The number may be attached to the structure or to an appurtenance such as a mailbox, driveway column, post or sign, as long as the appurtenance is located on the property to be numbered.

(Code 1994, § 4-7; Code 2003, § 4.106)

**Sec. 6-7. - Historic districts; demolition of buildings; permits.**

- (a) *Districts established.* The City hereby formally recognizes and establishes as the area regulated by the provisions of this section the boundaries of the Hickory Valley and Walterboro Historic Districts as designated by the United States Department of the Interior's National Register of Historic Places, as amended.
- (b) *Authorization of permit.* The Building Official shall be prohibited from issuing a demolition permit within the defined historic districts without specific authorization by the City Council or City Manager pursuant to the exemptions established in this section.
- (c) *Request for permit.* Request for permits to demolish a structure within the defined historic districts shall be filed in writing with the City Manager. All requests shall, at a minimum, specify a description of the structure to be demolished, the approximate age of such structure and the reason that the demolition permit is requested.
- (d) *Hearing.* Upon receipt of a request for a permit, the City Manager shall schedule a public hearing before the City Council to consider the request. All demolition hearings shall be publicly advertised within a newspaper of general circulation at least seven, but not more than 15, days prior to the hearing date. Additionally, a courtesy copy of the public hearing notice and request for a demolition permit shall be provided to the President of the County Historic and Preservation Society or any other organization requesting notification. At the public hearing, the City Council shall receive comment from interested citizens or organizations, including, but not limited to, the property owner requesting the permit, City staff, neighbors, and representatives of the County Historic and Preservation Society. After receiving public comment, the City Council shall render a decision on the issuance of the requested permit.
- (e) *Age requirement.* A demolition permit shall be required for all structures known or believed to be greater than 50 years of age.
- (f) *Exemption for dangerous buildings.* Nothing in this section shall be construed so as to prohibit the Building Official from issuing a demolition permit when, in consultation with the City Manager, it is determined that a building located within one of the historic districts represents a clear and immediate threat to public safety. In such case, the City Manager shall be and is authorized ~~in~~ to instruct staff to issue the demolition permit.

(Code 1994, § 4-8; Code 2003, § 4.108)

**Sec. 6-8. - Standards for construction not otherwise regulated.**

The construction of any and all buildings not provided for in this chapter shall be subject to the supervision and approval of the Building Official.

(Code 2003, § 4.109)

**Sec. 6-9. - Building Official; selection and authority.**

The City Manager shall appoint a Building Official, who shall be charged with the enforcement of this chapter. All duties imposed upon said Official may be performed by a deputy appointed by the Official.

(Code 2003, § 4.110)

Sec. 6-10. - Minimum time period for inspection required prior to beginning construction.

The ~~Utility~~ Utilities Department and Planning & Development ~~Building~~ Department shall have at least 48 hours to inspect property prior to an applicant being issued a permit to begin construction.

(Code 2003, § 4.111)

Sec. 6-11. - Final inspection and certification of construction.

The Building Official may make as many inspections as he deems necessary during the construction, repair or removal of a building. When the work is completed, he shall make a final inspection and issue a certificate stating that the work complies with this chapter together with a description of said work.

(Code 2003, § 4.112)

Sec. 6-12. - Certificate of compliance; fee.

Before issuing a certificate of compliance regarding construction, removal or repair of a building, the Building Official shall charge and collect a fee as approved by the City Council.

(Code 2003, § 4.113)

Sec. 6-13. - Annual inspection of buildings.

Once in each calendar year the Building Official or his deputy shall make an inspection of all commercial buildings in the City corporate limits, and for such purpose he or his deputy may enter any building without molestation by anyone.

(Code 2003, § 4.114)

Sec. 6-14. - Notice to comply.

Whenever the Building Official or his deputy finds any defect in work being performed pursuant to this chapter, or any unsafe or decayed condition of any building, he shall notify the owner thereof to comply with the law, and it shall be the duty of the said owner to comply.

(Code 2003, § 4.115)

Sec. 6-15. - Dangerous, unsafe, defective building to be posted.

Any building found by the Building Official or his deputy to contain defects, or to be dangerous for any reason, shall have posted by said Official or his deputy on the exterior thereof, a notice denoting its dangerous or defective character.

(Code 2003, § 4.116)

Sec. 6-16. - Effect of noncompliance with notice.

If the owner of a building fails to comply with the law within a reasonable time after the notice provided for in Section 6-15 is posted, he shall be deemed guilty of a violation of this chapter.

(Code 2003, § 4.117)

Sec. 6-17. - Appeals.

Any person aggrieved by a decision, order or requirement of the Building Official shall have the right of appeal within 15 days from such decision, order or requirement to the Board of Appeals.

(Code 2003, § 4.118)

Sec. 6-18. - Building Official to keep records and make reports.

The Building Official shall keep a record of each permit and certificate issued by him, all dates of inspections conducted by him, the names of the owners and descriptions of the properties inspected, and such other information as may be required by the State Insurance Commissioner. On or before February 15 each year, or upon request by the Commissioner, he shall make a report to the City Council or the Commissioner, as the case may be.

(Code 2003, § 4.119)

~~Sec. 6-19. - Titles.~~

~~The titles Building Inspector, Building Official, and Code Enforcement Officer shall be interchangeable.~~

(Code 2003, § 4.120)

Secs. 6-20—6-39. - Reserved.

## ARTICLE II. - UNSAFE BUILDINGS

Sec. 6-40. - Legislative authority.

S.C. Code Ann. §§ 5-7-80, 5-25-110 et seq., and 31-15-10 et seq., provide for the adoption of ordinances to abate unsafe buildings at the local level to enhance the protection of public health and safety.

(Code 2003, § 4.201)

Sec. 6-41. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Unsafe buildings* means:

- (1) Structures which do not provide adequate egress, constitute a fire hazard or are otherwise dangerous to human life or which, in relation to existing use, constitute a hazard to safety or health.
- (2) Buildings with inadequate maintenance, dilapidation, obsolescence, abandonment or other conditions rendering such buildings unsafe or unsanitary, dangerous or detrimental to the health, safety, morals or general welfare of the citizens of the City.

(Code 2003, § 4.202)

Sec. 6-42. - Procedures.

All unsafe buildings or structures shall be corrected by repair, rehabilitation or demolition in accordance with the procedures set forth herein.

- (1) Whenever the Building Official ("Official") finds ~~is notified of or a petition is filed therewith by at least five residents of the City charging that~~ any building or structure or portion thereof is unfit or unsafe, he shall give the owner, agent or person in control of such building or structure written notice, stating the defects found to exist.
- (2) The notice shall require the owner, within a reasonable time, to either complete specified repair or improvement or to demolish and remove the building or structure or unsafe portion thereof. If necessary, such notice shall also require the building, structure or portion thereof to be vacated forthwith and not reoccupied until the specified repairs and improvements are completed, inspected and approved by the Official.
- (3) The Official shall cause to be posted ~~at each entrance to such building on the premises or defective equipment~~ a notice substantially as follows: "THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE CITY OF WALTERBORO." Such notice shall remain posted until the required repairs are made or demolition is completed.
- (4) It shall be unlawful to remove such notice without written permission of the Official or for any person to enter the building, except for the purpose of making the required repairs or demolishing the building. If any person shall remove any notice which has been affixed to any building as set forth herein, he shall be deemed guilty of a misdemeanor.
- (5) Any person failing or refusing to comply with the provisions of this article, after notice, shall be deemed guilty of a misdemeanor for each day such building continues in such condition after notice.
- (6) Nothing in this article shall be construed to impair or limit in any way the City's power to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.
- (7) The Official is authorized hereby to exercise such powers as may be necessary or convenient to ~~effect~~ affect the purposes and provisions of this article, including, but not limited to, the following powers:
  - a. To investigate unsafe buildings or structures to determine which buildings or structures therein are in violation of this article;
  - b. To enter upon premises during normal working hours for the purpose of making examinations; provided, however, such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession; and



- c. To appoint and fix the duties of any party deemed necessary to ensure the purposes of this article are accomplished.
- (8) If the unsafe conditions continue after the remedial measures of Subsections (1) through (7) of this section have been taken, the Building Official shall issue and cause to be served a complaint upon the owner, every mortgagee of record, and all parties in interest seeking injunctive relief, mandamus, condemnation, removal, demolition or other appropriate proceedings to prevent, correct or abate any violation or any threatened violation of this article.
- (9) After notice and hearing by the appropriate court, should the City be authorized or should it elect to repair, alter, vacate, close, remove or demolish an unsafe building or structure, all costs associated therewith shall be a lien against the real property upon which such cost was incurred and shall be collectible in the same manner as municipal taxes.
- (10) If the City contracts with a third party to perform the repair, removal or demolition work permitted by this article, the City shall solicit bids for the work in conformity with the procurement provisions of this Code.

(Code 2003, § 4.203)

Sec. 6-43. - Cumulative provisions.

- (a) Nothing herein shall be construed to abrogate or impair the powers of the courts or any City department to enforce any provisions hereof or to prevent or punish violations thereof.
- (b) The powers conferred by this article shall be in addition and supplemental to the powers conferred by any other law.

(Code 2003, § 4.204)

Sec. 6-44. - Moving buildings.

It shall be unlawful to move a building without first obtaining a permit and paying a fee in an amount as established from time to time by ordinance.

(Code 2003, § 4.205)

Sec. 6-45. - Demolishing buildings.

It shall be unlawful to demolish a building without first obtaining a permit and paying a fee in an amount as established from time to time by ordinance.

(Code 2003, § 4.206)

Secs. 6-46—6-65. - Reserved.

ARTICLE III. - ELECTRICITY

Sec. 6-66. - Electrical code; enforcement.

The Building Official shall be responsible for enforcement of applicable provisions of the National Electrical Code. He shall perform such duties and exercise such authority as may be imposed and granted by the City Council.

(Code 1994, § 4-26; Code 2003, § 4.301)

Sec. 6-67. - Inspections.

The Building Official shall inspect all electrical wiring after installation. No wiring shall be concealed before the wiring has been inspected.

(Code 1994, § 4-28; Code 2003, § 4.303)

Sec. 6-68. - Permits; fees.

The Building Official shall have the authority to issue permits for the installation of electrical wiring, fixtures, apparatus or equipment for light, heat, power or radio in the City, and to charge and collect a fee for inspection as set from time to time by the City Council. A schedule of such fees is on file in the office of the Building Official.

(Code 1994, § 4-29; Code 2003, § 4.304)

Secs. 6-69—6-87. - Reserved.

#### ARTICLE IV. - TOILET FACILITIES

Sec. 6-88. - Definition; declared unlawful.

(a) *Definition.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Pit privy* means a building or surface toilet which is not connected to a sewer and used for affording privacy while in the act of urination or defecation.

(b) *Declarations.* It shall be unlawful for any property owner to construct, erect, install, maintain or permit to remain any pit privy on any property within the corporate limits.

(Code 2003, § 8.301)

Sec. 6-89. - Building contracts to provide for waste disposal.

All building contracts for the erection of structures anticipated for human occupancy shall provide for adequate and sanitary waste disposal. The contract shall provide for such facilities, and plans shall state the proposed method of disposal.

(Code 2003, § 8.302)

**ADOPTED**, this \_\_\_ day of \_\_\_\_\_, 2018.

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

**ATTEST:**

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

**First Reading:** \_\_\_\_\_  
**Public Hearing:** \_\_\_\_\_  
**Second Reading:** \_\_\_\_\_

**ORDINANCE # 2017-14**

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PROVIDE FOR CHANGES TO CHAPTER 4, SECTION 4.7.3.1 GENERAL PROVISIONS ITEM D.2, AND SECTION 4.7.3.9 ADDITIONS TO EXISTING STRUCTURES ITEM I.3, AND SECTION 4.7.4 NEW STRUCTURES ITEM G.4, OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO.**

**WHEREAS**, at the November 21, 2017, Planning Commission Meeting, the Planning Commission discussed text amendments to Chapter 4, Section 4.7.3.1 D.2. and Section 4.7.3.9 I.3, and Section 4.7.4 G.4 of the Unified Development Ordinance; and

**WHEREAS**, the Planning Commission unanimously recommends that Chapter 4, Section 4.7.3.1 D.2. and Section 4.7.3.9 I.3, and Section 4.7.4 G.4 of the Unified Development Ordinance be amended; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED**, that Chapter 4, Section 4.7.3.1 D.2. and Section 4.7.3.9 I.3, and Section 4.7.4 G.4 of the Unified Development Ordinance of the City of Walterboro, South Carolina is hereby amended as follows:

**Chapter 4**

**Section 4.7.3.1 General Provisions - Item D 2**

Add the words "Clear storefront" and delete the word "display".

Item will now read:

D.

2. Clear first floor storefront windows

**Section 4.7.3.9 Additions to Existing Structures – Item I 3**

Delete the words "or lightly tinted".

Item will now read:

I.

3. Clear glass

**Section 4.7.4 New Structures**

Add the words "Clear first floor".

Item will now read:

G.

4. Clear first floor storefront windows.

**ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

First Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

**ORDINANCE # 2017-15**

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PROVIDE FOR CHANGES TO CHAPTER 3, SECTION 3.2.1, ACCESSORY APARTMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO.**

**WHEREAS**, at the November 21, 2017, Planning Commission Meeting, the Planning Commission discussed text amendments to Chapter 3, Section 3.2.1 of the Unified Development Ordinance; and

**WHEREAS**, the Planning Commission unanimously recommends that Chapter 3, Section 3.2.1 of the Unified Development Ordinance be amended; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED**, that Chapter 3, Section 3.2.1 of the Unified Development Ordinance of the City of Walterboro, South Carolina is hereby amended as follows:

**Chapter 3**

**Section 3.2.1**

**Item A.**

Delete "CBD"

**Chapter 3**

**Section 3.2.1**

**Item D.**

Begin sentence with, "Except for in the CBD zoning district, "

**Chapter 3**

**Section 3.2.1**

**Item E.**

Add new Item to read:

E. In the CBD zoning district, if a building is just one story tall, a maximum of 50% of the gross floor area may be used for an accessory apartment and must be situated at the rear of the building, thus preserving the commercial storefront and a minimum of 50% of the gross floor area for commercial use.

In a two-story building only the top floor may be used for an accessory apartment, preserving the ground floor for commercial use.

Items E through M will be re-labeled F through N, due to this insertion.

**ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

First Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

**ORDINANCE # 2017-16**

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PROVIDE FOR CHANGES TO CHAPTER 8, SECTION 8.6 PARKING OF HEAVY VEHICLES OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO.**

**WHEREAS**, at the November 21, 2017, Planning Commission Meeting, the Planning Commission discussed text amendments to Chapter 8, Section 8.6 of the Unified Development Ordinance; and

**WHEREAS**, the Planning Commission unanimously recommends that Chapter 8, Section 8.6 of the Unified Development Ordinance be amended; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED**, that Chapter 8, Section 8.6 of the Unified Development Ordinance of the City of Walterboro, South Carolina is hereby amended as follows:

**Chapter 8**

**Section 8.6**

Add “, Recreational Vehicles, Boats, and Trailers.

Section 8.6 will now read: Parking of Heavy Vehicles, Recreational Vehicles, Boats, and Trailers.

**Section 8.6.1 will be added between the newly titled 8.6 and Item A**

It will read: **8.6.1 Heavy Vehicles**

**Section 8.6.2 will be added to deal with Recreational Vehicles, Boats, and Trailers**

It will read: **8.6.2 Recreational Vehicles, Boats, and Trailers**

Following this new heading, new language to define this new addition will be as follows:

- A. Recreational Vehicles, Boats, and Trailers shall be parked/stored in the side or rear yard of any building or residence, other than approved, licensed sales or maintenance facilities.
  - a. When lot is on a corner, parking of such equipment shall be in rear or side yard away from the side street.
- B. Such equipment may be parked anywhere on residential premises not to exceed twenty-four (24) hours during loading or unloading.
- C. No such equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.
- D. Provided however that such equipment may be parked anywhere in a commercial district where otherwise parking is legal not to exceed four (4) hours unless otherwise marked as two (2) hour parking.



**ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

**ATTEST:**

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

**First Reading:** \_\_\_\_\_  
**Public Hearing:** \_\_\_\_\_  
**Second Reading** \_\_\_\_\_

**RESOLUTION NO. 2017-R-07**

**WHEREAS**, on November 9, 2017, the Walterboro Municipal Election Commission certified the results listed below for the City General Election held November 7, 2017 to elect a Mayor and three (3) City Council Members each for a four (4) year term.

Mayor	Marguerite Chrissy Johnson	333
	*Bill Young	680
	Write-In	3
	<u>Vic Nettles (1)</u>	
	<u>Thomas I. Howard Sr. (1)</u>	
	<u>Bill Cone (1)</u>	
City Council	**James Broderick	529
	**Carl Brown	521
	Peggie Hammonds	266
	Ben Mitchell	280
	**Greg T. Pryor	487
	Jimmy Syfrett	481
	Write-in	9
	Roy Williams (1)	
	Brandy Aiken (1),	
	Barbara Hickson(1)	
	Arlene Francis (1), Delbert Dubois (2)	
	Otis Calvin Carter III (1)	

\*And has declared Bill Young elected as Mayor of the City of Walterboro.

\*\*For the City Council seats, a mandatory recount was declared and held at the November 9, 2017 Election Commission certification meeting. The results were the same as the original count and James Broderick, Carl Brown and Greg T. Pryor were declared as elected as members of City Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the Council of Walterboro, South Carolina, in Council Assembled, that the results of the election as certified by the Municipal Election Commission are accepted, ratified and confirmed.

**DONE**, this 5<sup>th</sup> day of December, 2017.

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William T. Young, Jr.  
Mayor

ATTEST:

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Betty J. Hudson  
Municipal Clerk

**OFFICIAL RESULTS  
MUNICIPAL ELECTION  
CITY OF WALTERBORO  
NOVEMBER 7, 2017  
COLLETON COUNTY, SOUTH CAROLINA**

We, the Municipal Election Commission of the City of Walterboro, hereby certify the following official results for the municipal election held on November 7, 2017:

	<u>Votes</u>
<b>Mayor</b>	
Marguerite Chrissy Johnson	<u>333</u>
*Bill Young	<u>680</u>
Write-In <u>Vic Nettles</u>	<u>3</u>
Thomas I. Howard, Sr., Bill Cone	
<b>City Council</b>	
**James Broderick	<u>529</u>
**Carl Brown	<u>521</u>
**Peggie Hammonds	<u>266</u>
**Ben Mitchell	<u>280</u>
**Greg T. Pryor	<u>487</u>
**Jimmy Syfrett	<u>481</u>
Write-In <u>Roy Williams</u>	<u>9</u>
Brandy Aiken, Barbara Hickson, Arlene Francis, Delbert Dubois (2), Otis Calvin Carter III	

\*And has declared Bill Young elected as Mayor.

\*\*Further, the MEC has declared a mandatory recount of all votes cast for the candidates listed above with an asterick (\*\*) for the office of City Council in accordance with SC Code 7-17-280.

9 November 2017

**MUNICIPAL ELECTION COMMISSION**

  
\_\_\_\_\_  
T. Payton Crosby, Chairman 11/9/17  
(Date)

  
\_\_\_\_\_  
James T. Rabb, Commissioner 11/9/2017  
(Date)

  
\_\_\_\_\_  
Monroe Rhodes, Jr., Commissioner 11/9/17  
(Date)

**OFFICIAL RESULTS  
MUNICIPAL ELECTION  
CITY OF WALTERBORO  
NOVEMBER 7, 2017  
COLLETON COUNTY, SOUTH CAROLINA**

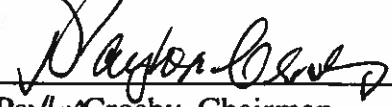
We, the Municipal Election Commission of the City of Walterboro, following a mandatory recount for the office of City Council, hereby certify the following official results for the municipal election held on November 7, 2017:

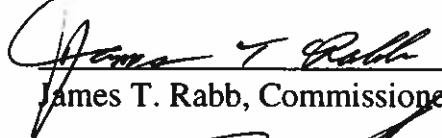
	<u>Votes</u>
City Council *James Broderick	<u>529</u>
*Carl Brown	<u>521</u>
Peggie Hammonds	<u>266</u>
Ben Mitchell	<u>280</u>
*Greg T. Pryor	<u>487</u>
Jimmy Syfrett	<u>481</u>
Write-In <u>Roy Williams,</u>	<u>9</u>
Brandy Aiken, Barbara Hickson, Arlene Francis, Delbert Dubois (2), Otis Calvin Carter III	

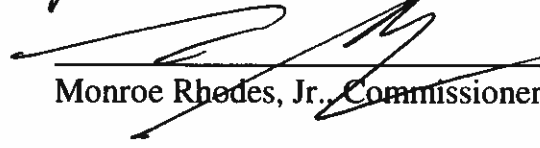
**\*And has declared James Broderick, Carl Brown and Greg T. Pryor elected as members of City Council.**

9 November 2017

**MUNICIPAL ELECTION COMMISSION**

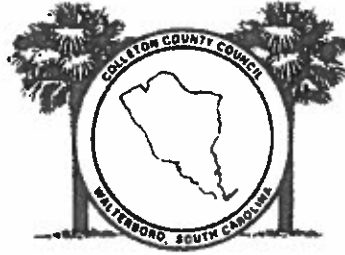
  
 \_\_\_\_\_ 11/9/17  
 T. Payton Crosby, Chairman (Date)

  
 \_\_\_\_\_ 11/9/2017  
 James T. Rabb, Commissioner (Date)

  
 \_\_\_\_\_ 11/9/17  
 Monroe Rhodes, Jr., Commissioner (Date)

# Colleton County Emergency Preparedness Agency

Suzanne P. Gant: *Director*



November 14, 2017

The Honorable William B. Young  
Mayor  
Town of Walterboro  
P.O. Box 709  
Walterboro, SC 29488

Dear Mayor Young:

The allocation of resources around the state depends on emergency service providers lending mutual aid to one another. During a major emergency there is the potential of exhausting the local resources for response and recovery. Mutual aid is often the tool used to meet the needs of the local government. During any mutual aid operation, both lending and receiving agencies are dependent on the thorough mutual aid agreement.

Enclosed is a copy of the Statewide Mutual Aid Agreement for your review and also to fill out and sign on **Exhibit A: Authorized Representatives Page 1 and 2**. Please return the original pages with signatures page by **Friday, December 08, 2017** via postal service; P.O. Box 677, Walterboro, SC 29488 or you may bring it by our office located 108 Simmons Street, Walterboro, SC.

Please remember the Statewide Mutual Aid Agreement does not replace your existing mutual aid agreements. It serves to enhance those agreements during a disaster of catastrophic proportion, and ensures that the **Town of Walterboro** and its citizens are eligible for all federal disasters programs available to you in the event of a Presidential Disaster Declaration.

If you have any questions or need further assistance, please do not hesitate to contact me (843)549-5632 or email [cocepa@colletoncounty.org](mailto:cocepa@colletoncounty.org).

Thank you for your cooperation.

Sincerely,

Suzanne P. Gant, Director  
Colleton County Emergency Preparedness Agency

**STATE OF SOUTH CAROLINA**  
**STATEWIDE MUTUAL AID AGREEMENT**  
**FOR**  
**EMERGENCY AND DISASTER RESPONSE/RECOVERY**

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

**SECTION 1. DEFINITIONS**

**A. AGREEMENT** - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as "SCEMD"). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

**B. REQUESTING PARTY** - the Participating Government entity requesting aid in the event of an emergency.

**C. ASSISTING PARTY** - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

**D. AUTHORIZED REPRESENTATIVE** - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

**E. SCEMD** - the South Carolina Emergency Management Division, Office of the Adjutant General.

**F. EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

**G. DISASTER** - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

**H. PARTICIPATING GOVERNMENT** - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

**I. PERIOD OF ASSISTANCE** - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

**J. WORK OR WORK-RELATED PERIOD** - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.



## **SECTION 2. PROCEDURES**

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

**A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

**B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD:** The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

**C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

**D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

**E. SUPERVISION AND CONTROL:** The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

**F. FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

**G. COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

**H. RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

**I. WRITTEN ACKNOWLEDGMENT:** The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

### **SECTION 3. REIMBURSABLE EXPENSES**

**A. PROCEDURES FOR REIMBURSEMENT:** Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.

2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

**B. COSTS ELIGIBLE FOR REIMBURSEMENT:** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.

2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.

3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.

4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Requesting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Requesting Party.

5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **SECTION 4. INSURANCE**

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

#### **SECTION 5. LIABILITY**

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

#### **SECTION 6. TERM**

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.



**SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT**

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

**SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION**

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

**SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

*[Intentionally left blank]*

**FOR ADOPTION BY A COUNTY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: \_\_\_\_\_

Date: \_\_\_\_\_

Director, South Carolina Emergency  
Management Division

COUNTY OF: Colleton

Chairman/Administrator:

By:   
Signature

Date: 11/8/17

J. Kevin Griffin  
Printed Name

Its: County Administrator  
Title

APPROVED AS TO FORM:

Office of the County Attorney

By:   
Signature

Date: 11/8/17

Sean P. Thornton  
Printed Name

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR  
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director, South Carolina Emergency  
Management Division

---

EXECUTED BY \_\_\_\_\_ IN \_\_\_\_\_  
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

**FOR ADOPTION BY A STATE AGENCY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: \_\_\_\_\_  
Director, South Carolina Emergency  
Management Division

Date: \_\_\_\_\_

---

STATE OF SOUTH CAROLINA

\_\_\_\_\_  
Name of State Agency

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

**STATEWIDE MUTUAL AID AGREEMENT**  
**EXHIBIT A: AUTHORIZED REPRESENTATIVES**

Date: \_\_\_\_\_

Name of Participating Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Authorized Representatives to Contact for Emergency Assistance:**

**Primary Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Night Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**1st Alternate Representative:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_

**Night Phone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**2nd Alternate Representative:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_

**Night Phone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Jeff Molinari

---

**From:** Carl Brown <carlbrown@lowcountry.com>  
**Sent:** Friday, November 17, 2017 8:21 AM  
**To:** 'Jeff Molinari'

Jeff,

Please accept my resignation from the City of Walterboro Building Appeals Board due to my election to Walterboro City Council.

If possible, I would like to nominate Cole Crosby to fill my position. He is with Wildwood Landscaping (construction) and his family has an extensive background in construction.

Regards,

**Carl Brown**  
*President*



11/28/2017

Greg Pryor  
1001 Ireland Hills Drive  
Walterboro, SC 29488

Jeff Molinari  
Walterboro City Manager

**Dear Jeff,**

Due to my recent election to Walterboro City Council I need to resign from the Municipal Planning Commission effective December 31, 2017.

It has been an honor to serve Walterboro in this capacity and I look forward to working with you and staff in the future.

Best Regards,

Greg Pryor



## FISCAL YEAR 2018-2019 BUDGET CALENDAR

ACTIVITY	DATE
BUDGET CALENDAR PRESENTED TO COUNCIL (CITY MANAGER)	DECEMBER 5, 2017
BUDGET MEMORANDUM, CALENDAR AND FORMS DISTRIBUTED TO DEPARTMENT HEADS ( <u>FINANCE DEPARTMENT</u> )	JANUARY 8, 2018
FY 2017-2018 YEAR END REVENUE AND EXPENDITURE PROJECTIONS PREPARED ( <u>FINANCE DEPARTMENT</u> )	JAN 29 – FEB 5, 2018
FY 2018-2019 DEPARTMENTAL BUDGET REQUEST DUE	FEBRUARY 5, 2018
FY 2018-2019 DEPARTMENT EXPENDITURE REQUEST CONSOLIDATED AND ENTERED INTO MASTER BUDGET FILE ( <u>FINANCE DEPARTMENT</u> )	FEBRUARY 5 – 9, 2018
FY 2018-2019 REVENUE PROJECTIONS PREPARED ( <u>FINANCE DEPARTMENT</u> )	FEBRUARY 12–16, 2018
FY 2018-2019 DRAFT BUDGET REVIEWED ( <u>MANAGER AND DEPARTMENT HEADS</u> )	FEB 19 – MAR 9, 2018
FY 2018-2019 REVENUE PROJECTIONS AND DEPARTMENT EXPENDITURE REQUESTS CONSOLIDATED ( <u>FINANCE DEPARTMENT</u> )	MARCH 12 – 16, 2018
DEPARTMENT REQUEST REVIEWED FOR ACCURACY AND JUSTIFICATION FOR REQUEST ( <u>MANAGER AND FINANCE DIRECTOR</u> )	MARCH 19 – 23, 2018
FY 2018-2019 DRAFT BUDGET PREPARED ( <u>MANAGER AND FINANCE DIRECTOR</u> )	MARCH 26 – 29, 2018
1ST DRAFT OF 2018 – 2019 BUDGET DISTRIBUTED TO COUNCIL	MARCH 30, 2018
1ST DRAFT OF BUDGET PRESENTED TO BUDGET COMMITTEE	APRIL 3, 2018
REVISED BUDGET DRAFT PREPARED BY STAFF	APRIL 4 – 13, 2018
BUDGET COMMITTEE MEETING (IF NECESSARY)	APRIL 17, 2018
BUDGET COMMITTEE REPORT AND 1ST READING OF PROPOSED BUDGET	MAY 1, 2018
NOTICE FOR BUDGET PUBLIC HEARING PUBLISHED	MAY 17, 2018
FINAL 2018-2019 BUDGET PREPARED BY STAFF	MAY 17 – JUNE 1, 2018
FINAL BUDGET DISTRIBUTED TO COUNCIL	JUNE 5, 2018
PUBLIC HEARING AND FINAL READING OF THE 2018-2019 BUDGET	JUNE 5, 2018



November 13, 2017

Dear Mayor and City Council:

On behalf of the Colleton County Arts Council, I respectfully request permission to host our first Resolution Run on January 6, 2018 in the Walterboro Wildlife Sanctuary.

Please note the details to follow:

1. Sponsored by the Colleton County Arts Council
2. Proposed Date January 6, 2018
3. Time 8:30 to 10:30.

With celebration in parking lot across from Court House.

4. Proposed Route: See attachment
5. Estimated participants 100

Open to everyone

\$20 per person in advance. \$25 day of race. If a parent runs kids under 12 run for free. If kids would like a t-shirt, the cost is \$10.

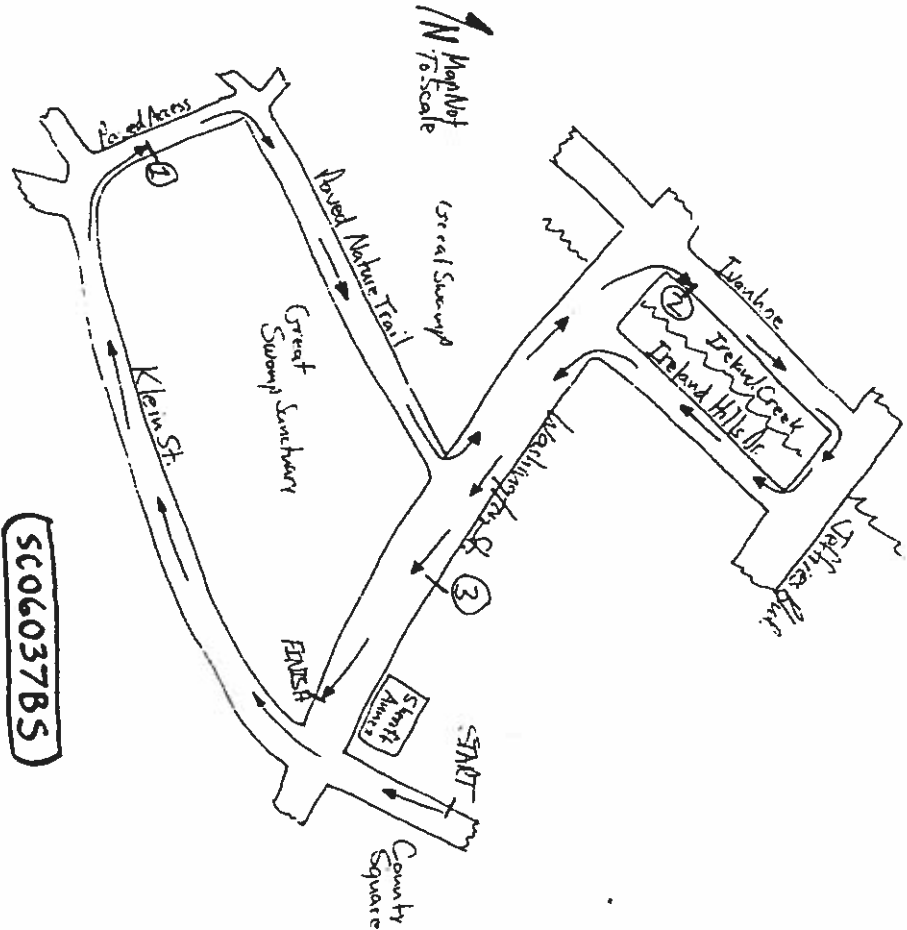
The event is to raise money for operating expenses. This helps keep our doors open so we can continue doing free art work in our community.

For further information, please contact Kim Bridge, CCAC Director at 843-549-1922



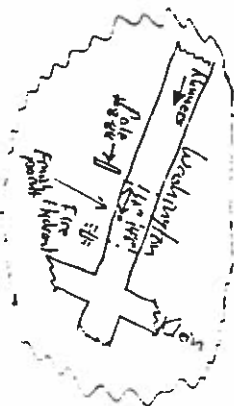
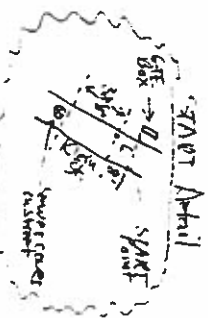
Great Swamp Sanctuary 5.5KM  
Walterboro, S.C.

Location: Key Point  
START: On Klein St. in the County Square.  
Point is 388' North-east of a sewer cover in street and 8' Southwest of CTE cable box #120207 P205  
4 MILE: On Access trail from Mayfield Park Parking Lot Point is 746' Northwest of parking lot.  
2 MILE: On Irawhee levee Ireland Creek. Point is 89' Northeast of Washington St.  
3 MILE: On Washington St. near County Maintenance bin Binny. Point is 1710' Northeast of SCFG Aft # 172102 and 200' Southwest of a CTE Dump Cable Box.  
FINISH: On Washington St. Point is 466' Northwest of a fire hydrant and 465' southeast of CTE Pole # 8-88.



Course Measured By: Danny White (RWS)  
10-16-06

SC06037BS



**Colleton County Rice Festival  
403 E. Washington Street, Suite A  
Walterboro, SC 29488**

November 15, 2017

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

Attention: City Officials

We are preparing for the 2018 Colleton County Rice Festival: a Celebration of History and Art, and request to be put on the City Council agenda for Tuesday, December 5, 2017. We wish to inform you of the proposed activities for April 27<sup>th</sup> and 28<sup>th</sup>, 2018. We would also like to request endorsement of the 2018 Rice Festival; as well as approval of the following:

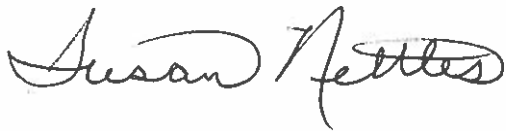
1. The waiving of business license requirements for all sanctioned activities.
2. We request the closing of the City Parking Lot for Festival use.
3. The closing of Hampton Street from Jeffries Blvd. to the Memorial Avenue intersection. Also, we request the closing of Walter Street and Lucas Street from Washington and Carn Street to Hampton Street. These should be closed on Thursday evening until 9:30 am Sunday the 29<sup>th</sup>. We ask that you close Washington Street from Dowling Avenue, stopping at Ivanhoe Road, close Ireland Hills Drive from the corner of Ireland Hills Drive and Dowling Avenue to Washington Street and from Ivanhoe Cinema close Ivanhoe Road to Jefferies Highway at 1 p.m. Saturday as per safety restrictions by the State Fire Marshall for the Fireworks. In addition, we ask that you close Washington Street from Jeffries Blvd. down Hargo Hill, stopping at Dowling Avenue, from 6:00 am until 11:00 am Saturday for the Rice Run.
4. We request that you give the Rice Festival exclusive rights to control events related to all Rice Festival activities.
5. We request the closing of E. Washington Street at 7:45 – 8 a.m. Saturday, April 28<sup>th</sup> from Memorial to Jeffries Blvd. The Rice Run will originate at the City Parking Lot due to the location of the festival and vendors.
6. We request the use of golf cart (s) by Rice Festival Committee members during the event.

The 43<sup>rd</sup> annual Colleton County Rice Festival features all proposed activities in the Rice Festival on our website, [www.ricefestival.org](http://www.ricefestival.org). A poster of the event schedule will be distributed throughout the State to promote our City, County and Festival.

As always, the Rice Festival involves many City of Walterboro residents in the planning of events, in order to make the celebration safe and fun filled for the entire family. With this in mind, we would like to present this letter to Council, in order to obtain the necessary waivers, permits, street closures and etc. needed to make a successful weekend for the community.

As in the past, we look forward to the city's gracious and generous cooperation.

Regards,

A handwritten signature in cursive script that reads "Susan Nettles". The signature is written in black ink and is positioned above the printed name.

Susan Nettles, Chairman  
Colleton County Rice Festival

JT/cfb

cc:

Mayor Bill Young

Bobby Bonds

Tom Lohr

Paul Seigel

James Broderick

Judy Bridge

Jimmy Syfrett

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

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: 11-15-2017

1. Person submitting application: Susan Nettles  
Address: 403 E. Washington St, Suite A, Walterboro, SC 29488  
Telephone: 843-893-7011
  
2. Name of Organization: Colleton County Rice Festival  
Chairperson/President: Susan Nettles  
Address: 403 E. Washington St, Suite A, Walterboro, SC 29488  
Telephone: 843-549-1079
  
3. Parade Chairman: Jody Mc Millan  
Address: 716 Wood Road, Green Pond, SC 29446  
Telephone: 843-908-1553
  
4. Date/Time of Parade: Sat., April 28, 2018 11 AM Rice Festival Parade
  
5. Parade Route requested (Attach Sketch) see attached sheet
  
6. Number of Vehicles/Floats: Appx 60 Number of Animals: Appx 10
  
7. Portion (width) of street parade will occupy: Entire Street
  
8. Additional Information (Upon Request): street in front of Live Oak Cemetery to be closed at 10 AM for lineup + other streets to be closed TBD to police dept.

Jody Mc Millan  
Signature/Parade Chairman

Susan Nettles  
Signature/Organization Chairperson

\_\_\_\_\_ Approval

\_\_\_\_\_ Disapproval

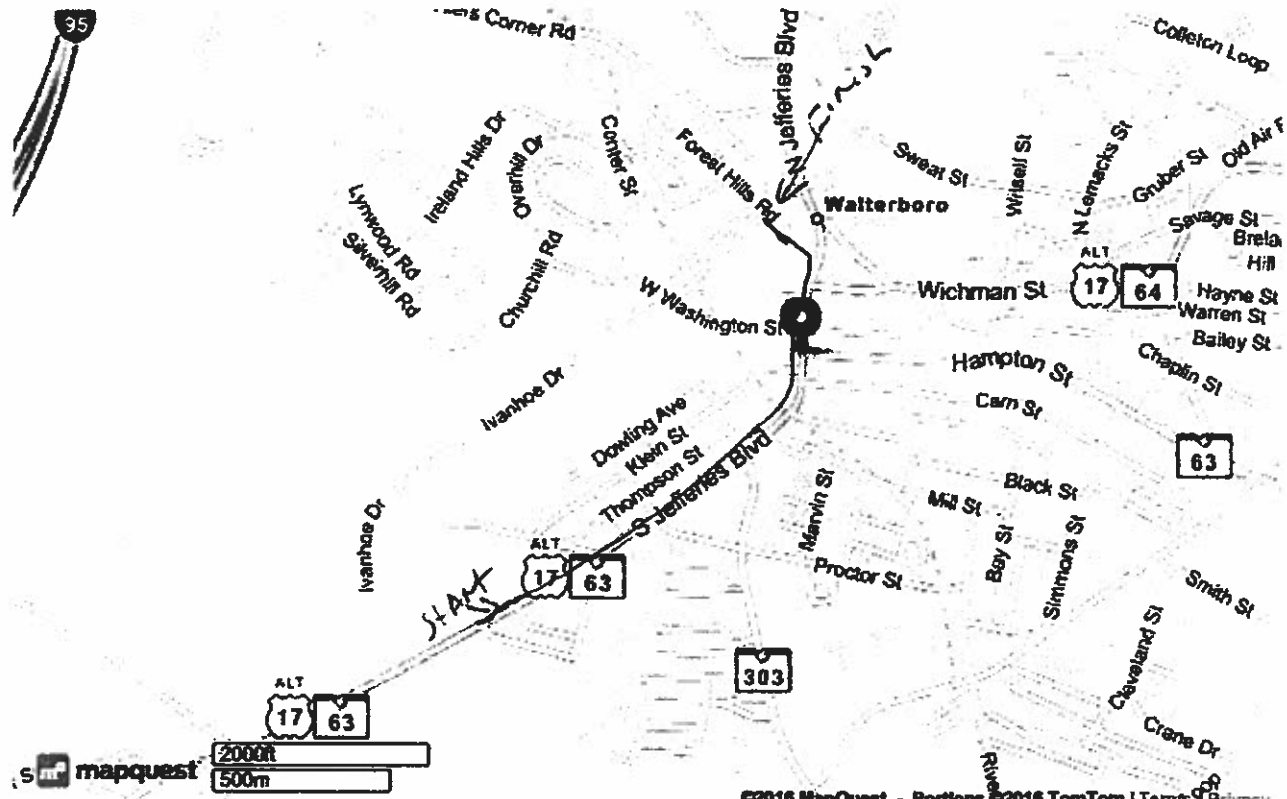
\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
City Manager

**NOTE : >>> Call Police Chief (782-1032) to confirm Parade/Procession Route three days prior to parade.**

Rice Festival  
Parade Route - April 28, 2018

11:00 AM



# **NOTICE OF ANNUAL RETREAT**

## **Walterboro City Council**

Walterboro City Council will conduct its 2018 City Council Planning Retreat beginning Friday, January 19, 2018 and running through Saturday, January 20, 2018 to be held at: Wampee Conference Center, 1190 Chicora Drive, Pinopolis, SC 29469. No formal action will be taken on any item at this retreat. Any action items will be brought back to a regular Council meeting for Council's consideration.