

Telephone: 843-549-2545

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City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

Walterboro City Council

Regular Meeting

June 4, 2019

City Hall

6:15 P.M.

A G E N D A

I. Call to Order:

1. Invocation.
2. Pledge of Allegiance.

II. Public Input on Agenda Items:

III. Public Hearing:

1. Ordinance # 2019-02, An Ordinance to Amend the Zoning Map of the City of Walterboro, South Carolina to Provide for Changes in the Zoning Districts of the City of Walterboro by Changing the Zoning Classification of One Parcel of Land on Bells Highway Designated as TMS # 147-09-00-041 from Highway Commercial District (HCD) to Interstate Interchange Commercial District (IICD).
2. Ordinance # 2019-03, An Ordinance Adopting the City General Fund Budget for Fiscal Year 2019-2020, and Matters Relating Thereto.
3. Ordinance # 2019-04, An Ordinance Adopting the City Enterprise Fund Budget for Fiscal Year 2019-2020, and Matters Relating Thereto.
4. Ordinance # 2019-05, An Ordinance to Amend the Dominion Energy, Inc. (Formerly South Carolina Electric & Gas Company) Electric and Gas Franchise Ordinance (Ordinance # 2000-01 & Ordinance # 2000-06).
5. Ordinance # 2019-06, An Ordinance Approving an Application for Preliminary Certification for Historic Rehabilitation; and Other Matters Related Thereto.

IV. Old Business:

1. Ordinance # 2019-02, An Ordinance to Amend the Zoning Map of the City of Walterboro, South Carolina to Provide for Changes in the Zoning Districts of the City of Walterboro by Changing the Zoning Classification of One Parcel of Land on Bells

IV. Old Business (Cont.):

Highway Designated as TMS # 147-09-00-041 from Highway Commercial District (HCD) to Interstate Interchange Commercial District (IICD), **Second Reading and Adoption** (Ordinance attached).

2. **Ordinance # 2019-03**, An Ordinance Adopting the City General Fund Budget for Fiscal Year 2019-2020, and Matters Relating Thereto, **Second Reading and Adoption** (Ordinance attached).
3. **Ordinance # 2019-04**, An Ordinance Adopting the City Enterprise Fund Budget for Fiscal Year 2019-20209, and Matters Relating Thereto, **Second Reading and Adoption** (Ordinance attached).
4. **Ordinance # 2019-05**, An Ordinance to Amend the Dominion Energy, Inc. (Formerly South Carolina Electric & Gas Company) Electric and Gas Franchise Ordinance (Ordinance # 2000-01 & Ordinance # 2000-06, **Second Reading and Adoption** (Ordinance attached).
5. **Ordinance # 2019-06**, An Ordinance Approving an Application for Preliminary Certification for Historic Rehabilitation; and Other Matters Related Thereto, **Second Reading and Adoption** (Ordinance attached).

V. New Business:

1. **Ordinance # 2019-07**, An Ordinance of the City of Walterboro, South Carolina, Requiring Annexation Commitments in Order for Properties Located Outside of the City to Connect to the City's Utilities Services or Upgrade Existing Service; Adding Provisions to the Code of Ordinances of the City Providing for the Same; and Other Matters Related Thereto, **First Reading** (Ordinance attached).
2. Request to Use the City Parking Lot for Community Action Day Event on Saturday, June 8, 2019 from 7:30 A.M. to 2:00 P.M. by the Lowcountry Community Action Agency, Inc. (Letter attached).
3. Consideration of Rescheduling the Tuesday, July 2, 2019 Regular City Council Meeting.

VI. Committee Reports:

VII. City Manager's Report:

1. Recognition of Certificate of Awards Received by the City of Waltherboro Finance Department and Finance Director, Amy Risher.
2. Plan to Improve Diversity in Police Department - Police Chief Wade Marvin and Deputy Chief Kevin Martin.
3. Consideration of Recommendation to Purchase New Pickup Truck for Water Department (Memo attached).
4. Recommendation to Award Contract to Corbett and Sons Construction, LLC to Install 1,178 Linear Feet of 8" Water Main on Washington Street (Memo attached).

VIII. Executive Session:

1. Contractual Matter - I95 Business Loop Project Phase 1B.
2. Personnel Matters:
 - a. Appointment of Municipal Judges.
 - b. Appointment of City Prosecutor.

IX. Open Session:

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

X. ADJOURNMENT.

AFFIDAVIT OF PUBLICATION

IN

The Press and Standard

1025 Bells Highway | Walterboro, SC 29488

843-549-2586 | walterborolive.com



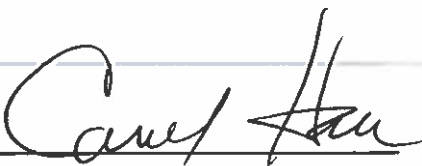
PERSONALLY appeared before me, Carol Haun, who being duly sworn, says that he is the publisher of The Press and Standard, published on Thursday of each week in Walterboro, County of Colleton, State of South Carolina; that the notice, of which a printed copy is hereby attached, was published in The Press and Standard for **One (1)** issues, and publication commencing on 5/16, 2019 and ending on 5/16, 2019.

SWORN to before me

this 30 day of May, 2019
Ratuma McCade (L.S.)

Notary Public for South Carolina

Commission Expires 6-4-22


Carol Haun

 **PUBLIC HEARING NOTICE**

Walterboro City Council will hold a public hearing on Tuesday, June 4, 2019, at 6: 15 PM in City Hall, 242 Hampton Street, to receive public comments on the following proposed ordinances:

Ordinance # 2019-02. An Ordinance to Amend the Zoning Map of the City of Walterboro, South Carolina to provide for changes in the zoning districts of the City of Walterboro by changing the zoning classification of one parcel of land on Bells Highway designated as TMS # 14 7-09-00-041 from Highway Commercial District (HCD) to Interstate Interchange Commercial District (IICD).

Ordinance # 2019-04. An Ordinance Adopting the City Enterprise Fund Budget for Fiscal Year 2019-2020, and Matters Relating Thereto.

Ordinance # 2019-05. An Ordinance to Amend the Dominion Energy Inc. (Formerly South Carolina Electric and Gas Franchise Ordinance (Ordinance No. 2000-01 & Ordinance No. 2000-06).

Ordinance # 2019-06. An Ordinance Approving an Application for Preliminary Certification for Historic Rehabilitation; and Other Matters Related Thereto.

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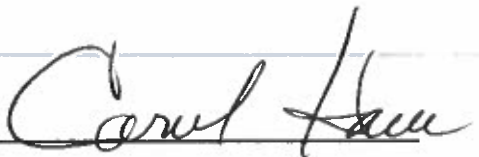
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SWORN to before me

this 30 day of may, 20 19
Raymond McCaul (L.S.)

Notary Public for South Carolina

Commission Expires 6-4-22


Carol Haun

 **PUBLIC NOTICE
HEARING ON MUNICIPAL BUDGET**

Pursuant to Section 6-1-80 of the South Carolina Code of Laws, public notice is hereby given that Walterboro City Council will hold a public hearing on the municipal budget for the 2019-2020 fiscal year.

DATE: Tuesday, June 4, 2019
TIME: 6:15 PM
LOCATION: City Hall Council Chambers, 242 Hampton Street

Current Fiscal Year Revenue	Projected Revenue 2019-2020	Percentage Change in Revenue	Current Fiscal Year Millage
\$6,958,802	\$7,214,995	+3.55%	86.4 Mills
Current Fiscal Year Expenditures	Projected Expenditures 2019-2020	Percentage Change in Expenditures	Estimated Millage for 2019-2020
\$7,075,820	\$7,214,995	+1.93%	86.4 Mills*

*Estimated Millage Equals \$.0864 per \$1,000 of Assessed Property Value.
The City of Walterboro does not discriminate on the basis of disability status. Anyone needing reasonable accommodations, auxiliary aids or services to participate in the public hearing should contact the City Manager's Office at (843) 782-1000 at least 72 hours in advance of the meeting date.

ORDINANCE # 2019-02

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PROVIDE FOR CHANGES IN THE ZONING DISTRICTS OF THE CITY OF WALTERBORO BY CHANGING THE ZONING CLASSIFICATION OF ONE PARCEL OF LAND ON BELLS HIGHWAY DESIGNATED AS TMS # 147-09-00-041 FROM HIGHWAY COMMERCIAL DISTRICT (HCD) TO INTERSTATE INTERCHANGE COMMERCIAL DISTRICT (IICD).

WHEREAS, the Planning Commission of the City of Walterboro met on March 26, 2019 to consider a change in zoning classification from Highway Commercial District (HCD) to Interstate Interchange Commercial District (IICD) for the above mentioned property; and

WHEREAS, pursuant to said meeting, the Planning Commission has recommended that the zoning classification of the property aforesaid be changed to the Interstate Interchange Commercial District (IICD).

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Walterboro, South Carolina, that the Zoning Map of the City of Walterboro, South Carolina is hereby amended by changing the Zoning District classification of the property located on Bells Highway, designated as tax map number 147-09-00-041 from Highway Commercial District (HCD) to Interstate Interchange Commercial District (IICD) as shown on the attached map.

DONE, this 4th day of June, 2019

William T. Young, Jr
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: April 2, 2019
Public Hearing: June 4, 2019
Second Reading: _____

CITY OF WALTERBORO
FY 2019-2020 BUDGET
SUMMARY SHEET BY CATEGORY

Attachment to Ordinance
#2019-03, Page 1

LINE ITEM	APPROVED FY 2018-2019 BUDGET	FY 2019-2020 DEPARTMENT REQUEST	FY 2019-2020 MANAGER'S RECOMMENDATION	FY 2019-2020 COUNCIL APPROVED
<u>REVENUE</u>				
GENERAL FUND	\$ 6,958,802	\$ 6,414,850	\$ 7,208,360	\$ 7,214,995
<u>EXPENDITURES</u>				
CITY COUNCIL				
PERSONNEL	\$ 145,766	\$ 147,053	\$ 146,363	\$ 146,363
OPERATING	\$ 80,442	\$ 99,152	\$ 86,152	\$ 86,152
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 226,208	\$ 246,205	\$ 232,515	\$ 232,515
CITY MANAGER				
PERSONNEL	\$ 333,956	\$ 338,932	\$ 340,305	\$ 346,940
OPERATING	\$ 20,050	\$ 22,350	\$ 20,950	\$ 20,950
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 354,006	\$ 361,282	\$ 361,255	\$ 367,890
FINANCE				
PERSONNEL	\$ 202,476	\$ 208,382	\$ 208,550	\$ 208,550
OPERATING	\$ 133,853	\$ 145,120	\$ 144,620	\$ 144,620
CAPITAL	\$ -	\$ 100,000	\$ 100,000	\$ 100,000
SUBTOTAL	\$ 336,329	\$ 453,502	\$ 453,170	\$ 453,170
PUBLIC WORKS				
PERSONNEL	\$ 532,160	\$ 534,681	\$ 531,495	\$ 531,495
OPERATING	\$ 412,409	\$ 432,113	\$ 412,613	\$ 412,613
CAPITAL	\$ 27,000	\$ 234,500	\$ -	\$ -
SUBTOTAL	\$ 971,569	\$ 1,201,294	\$ 944,108	\$ 944,108
PLANNING & DEVELOPMENT				
PERSONNEL	\$ 92,839	\$ 98,126	\$ 97,471	\$ 97,471
OPERATING	\$ 75,300	\$ 76,260	\$ 86,260	\$ 86,260
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 168,139	\$ 174,386	\$ 183,731	\$ 183,731
POLICE				
PERSONNEL	\$ 2,241,526	\$ 2,142,928	\$ 2,125,755	\$ 2,125,755
OPERATING	\$ 280,654	\$ 497,022	\$ 453,606	\$ 453,606
CAPITAL	\$ 90,018	\$ 209,074	\$ 119,602	\$ 119,602
SUBTOTAL	\$ 2,612,198	\$ 2,849,024	\$ 2,698,963	\$ 2,698,963
JUDICIAL				
PERSONNEL	\$ 173,486	\$ 127,011	\$ 126,151	\$ 126,151
OPERATING	\$ 56,731	\$ 77,627	\$ 77,627	\$ 77,627
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 230,217	\$ 204,638	\$ 203,778	\$ 203,778

**CITY OF WALTERBORO
FY 2019-2020 BUDGET
SUMMARY SHEET BY CATEGORY**

Attachment to Ordinance
#2019-03, Page 2

LINE ITEM	APPROVED FY 2018-2019 BUDGET	FY 2019-2020 DEPARTMENT REQUEST	FY 2019-2020 MANAGER'S RECOMMENDATION	FY 2019-2020 COUNCIL APPROVED
FIRE				
PERSONNEL	\$ 1,054,366	\$ 1,105,562	\$ 1,046,822	\$ 1,046,822
OPERATING	\$ 269,760	\$ 281,020	\$ 252,770	\$ 252,770
CAPITAL	\$ -	\$ 20,000	\$ 20,000	\$ 20,000
SUBTOTAL	\$ 1,324,126	\$ 1,406,582	\$ 1,319,592	\$ 1,319,592
PARKS				
PERSONNEL	\$ 348,131	\$ 339,674	\$ 360,381	\$ 360,381
OPERATING	\$ 342,342	\$ 264,252	\$ 287,052	\$ 287,052
CAPITAL	\$ -	\$ 41,355	\$ -	\$ -
SUBTOTAL	\$ 690,473	\$ 645,281	\$ 647,433	\$ 647,433
TOURISM				
PERSONNEL	\$ 102,605	\$ 104,170	\$ 106,330	\$ 106,330
OPERATING	\$ 59,950	\$ 65,485	\$ 57,485	\$ 57,485
SUBTOTAL	\$ 162,555	\$ 169,655	\$ 163,815	\$ 163,815
TOTAL ALL EXPENDITURES	\$ 7,075,820	\$ 7,711,849	\$ 7,208,360	\$ 7,214,995
GENERAL FUND - FUND BALANCE	\$ 117,018			
BALANCE	\$ -	\$ (1,296,999)	\$ -	\$ -

ORDINANCE # 2019-04

AN ORDINANCE ADOPTING THE CITY ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2019-2020 AND MATTERS RELATING THERETO.

WHEREAS, the 2019-2020 Enterprise Fund Budget has been presented and considered;
and

WHEREAS, a public hearing on the budget has been properly advertised and conducted
on June 4, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of
Walterboro, South Carolina, in Council Assembled, as follows:

The 2019-2020 City Enterprise Fund Budget is hereby adopted with revenues and
expenditures in the amount of \$4,362,350 as set out in the budget document attached.

This ordinance shall be effective July 1, 2019.

DONE, this 4th day of June, 2019.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: May 7, 2019

Public Hearing: June 4, 2019

Second Reading: _____

CITY OF WALTERBORO
FY 2019-2020 BUDGET
SUMMARY SHEET BY CATEGORY

Attachment to Ordinance
 #2019-04, Page 1

LINE ITEM	APPROVED FY 2018-2019 BUDGET	FY 2019-2020 DEPARTMENT REQUEST	FY 2019-2020 MANAGER'S RECOMMENDATION	FY 2019-2020 COUNCIL APPROVED
STATEMENT OF CASH FLOWS	\$ 2,715,220	\$ 1,020,125	\$ 1,020,125	\$ 1,020,125
REVENUE				
UTILITY FUND	\$ 4,126,900	\$ 4,241,700	\$ 4,315,300	\$ 4,315,300
EXPENDITURES				
WATER				
PERSONNEL	\$ 480,403	\$ 509,369	\$ 509,424	\$ 509,424
OPERATING	\$ 467,167	\$ 523,123	\$ 487,023	\$ 487,023
CAPITAL	\$ -	\$ 247,000	\$ 185,000	\$ 185,000
SUBTOTAL	\$ 947,570	\$ 1,279,492	\$ 1,181,447	\$ 1,181,447
UTILITY SUPPORT				
PERSONNEL	\$ 167,099	\$ 174,562	\$ 173,669	\$ 173,669
OPERATING	\$ 134,426	\$ 78,820	\$ 77,527	\$ 77,527
DEBT	\$ 485,638	\$ 485,638	\$ 485,638	\$ 485,638
SUBTOTAL	\$ 787,163	\$ 739,020	\$ 736,834	\$ 736,834
SANITATION				
PERSONNEL	\$ 247,067	\$ 244,490	\$ 242,866	\$ 242,866
OPERATING	\$ 221,448	\$ 313,292	\$ 298,792	\$ 298,792
CAPITAL	\$ -	\$ 515,478	\$ -	\$ -
SUBTOTAL	\$ 468,515	\$ 1,073,260	\$ 541,658	\$ 541,658
SEWER				
PERSONNEL	\$ 254,451	\$ 255,290	\$ 253,534	\$ 253,534
OPERATING	\$ 505,431	\$ 502,650	\$ 518,150	\$ 518,150
CAPITAL	\$ -	\$ 176,000	\$ 98,000	\$ 98,000
SUBTOTAL	\$ 759,882	\$ 933,940	\$ 869,684	\$ 869,684
SEWER SUPPORT				
PERSONNEL	\$ 285,765	\$ 297,046	\$ 298,051	\$ 298,051
OPERATING	\$ 43,785	\$ 48,286	\$ 46,986	\$ 46,986
CAPITAL	\$ 93,200	\$ 235,500	\$ -	\$ -
SUBTOTAL	\$ 422,750	\$ 580,832	\$ 345,037	\$ 345,037
UTILITY SUPPORT TO GF	\$ 741,020	\$ -	\$ 687,690	\$ 687,690
UTILITY FUND SUBTOTAL	\$ 4,126,900	\$ 4,606,544	\$ 4,362,350	\$ 4,362,350
ENDING NET POSITION				
YEAR END STATEMENT OF CASH FLOW	\$ 2,715,220	\$ 655,281	\$ 973,075	\$ 973,075

ORDINANCE # 2019-05

AN ORDINANCE TO AMEND THE DOMINION ENERGY, INC. (FORMERLY SOUTH CAROLINA ELECTRIC & GAS COMPANY) ELECTRIC AND GAS FRANCHISE ORDINANCE (ORDINANCE NO. 2000-01 & ORDINANCE NO. 2000-06).

WHEREAS, Dominion Energy, Inc. (formerly South Carolina Electric & Gas Company) has a combined electric and natural gas franchise agreement with the City of Walterboro pursuant to Ordinance No. 2000-01, which was passed on April 11, 2000, and was amended by Ordinance No. 2000-06, dated June 14, 2000, and made effective January 1, 2001 (the "Franchise Agreement.")

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT THE FRANCHISE AGREEMENT BE AMENDED TO ADD THE FOLLOWING PROVISION:

That provision of a notice of intent to terminate is not an option to terminate the Franchise Agreement on the City's selected termination date. The Company's receipt of any future notice of intent to terminate from the City will result in termination of the existing Franchise Agreement at the end of the Franchise Agreement's anniversary date (i.e. April 27th) proposed by the City as the date of termination, provided that, in selecting a date of termination to occur, the City must select an anniversary date of the Franchise Agreement that is on or later than the two-year anniversary of the Company's receipt of the notice of intent to terminate from the City. Provided, however, if City provides written notice of intent to terminate on or prior to April 27, 2020, the City may select a termination date on or later than April 27, 2021.

ADOPTED, this 4th day of June, 2019.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: May 7, 2019
Public Hearing: June 4, 2019
Second Reading: _____

ORDINANCE NO. 2019-06

AN ORDINANCE APPROVING AN APPLICATION FOR PRELIMINARY CERTIFICATION FOR HISTORIC REHABILITATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Walterboro, South Carolina (the “*City*”) was created as a municipal corporation under the laws of the State of South Carolina.

WHEREAS, the City is authorized pursuant to Sections 5-21-140 and 4-9-195 of the Code of Laws of South Carolina 1976, as amended (collectively, the “*Bailey Bill*”), to grant special property tax assessments to real property that qualifies as a “rehabilitated historic property.”

WHEREAS, pursuant to Ordinance No. 2018-01 dated June 5, 2018, which is codified at Article XI, Chapter 2 of the City’s code of ordinances (the “*Bailey Bill Ordinance*”), the City enacted the Bailey Bill. Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bailey Bill Ordinance.

WHEREAS, consistent with Section 2-268 of the Bailey Bill Ordinance, Cecelia Chafin and David Eames (the “*Petitioner*”) has submitted an Application for their property located at 545 East Washington Street (the “*Property*”) and the Application was received and has been recommended for approval by the HPC.

NOW, THEREFORE, BEING DULY ASSEMBLED, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WALTERBORO, AS FOLLOWS:

Section 1. All findings of fact above are ratified, confirmed and approved.

Section 2. (a) Consistent with Section 2-268(d) of the Bailey Bill Ordinance, it is hereby determined and declared that:

- (i) The Property constitutes an Eligible Property;
 - (ii) The Minimum Expenditures are expected to be met; and
 - (iii) The fair market value of the Property for purposes of calculating the Special Assessment and Expense Percentage is \$412,000.
- (b) The Petitioner and the Property must continue to comply with the terms of the Bailey Bill Ordinance, including those provisions which govern monitoring, substantive changes and Final Certification.

Section 3. On the basis of the foregoing, the Property is granted Preliminary Certification and shall be entitled to receive the initial Special Assessment dictated under the Bailey Bill Ordinance.

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Nothing in this Ordinance hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 6. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this 4th day of June, 2019.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: May 7, 2019
Public Hearing: June 4, 2019
Second Reading: _____

ORDINANCE # 2019-07

AN ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA, REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE CITY TO CONNECT TO THE CITY'S UTILITY SERVICES OR UPGRADE EXISTING SERVICE; ADDING PROVISIONS TO THE CODE OF ORDINANCES OF THE CITY PROVIDING FOR THE SAME; AND OTHER MATTERS RELATED THERETO.

The City Council of the City of Walterboro (the "**Council**"), the governing body of the City of Walterboro, South Carolina (the "**City**"), has made the following findings of fact:

(A) The City is authorized by the general powers given to municipalities and Section 5-7-60 of the Code of Laws of South Carolina 1976, as amended, to provide water and/or sewer service ("**Utility Service**") to individuals and properties located outside of the corporate boundaries of the City by contract.

(B) The Council finds that it is in the best interest of the citizens of the City that all properties located outside of the City (the "**Outside Properties**") that request and contract for Utility Service or who seek to upgrade existing Utility Service ultimately be annexed into the City in order to promote the City's control of growth in its surrounding areas and in order to expand the tax base of the City.

(C) In order to ensure that the Outside Properties are ultimately annexed into the City, the Council desires to enact this ordinance and codify such ordinance at Section 34-2 of the Code of Ordinances of the City creating such a requirement and providing that those requesting new or upgraded Utility Service for Outside Properties execute an agreement to annex into the City at such time as the property becomes contiguous to the City's corporate boundaries.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WALTERBORO AS FOLLOWS:

Section 1. By and through the enactment of this Ordinance, the following Section 34-2 shall be added to the Code of Ordinances of the City of Walterboro (the "**Code**"), which shall read in its entirety as follows:

Sec. 34-2. – Annexation Requirement for New or Upgraded Utility Connections.

- (a) It shall be the policy of the City to require that the owner of any property located outside of the City (a "**Subject Property**") requesting either a new or upgraded connection to either or both of the City's water and sewer utility system (the "**Utility System**") be required to annex into the City at such time as the Subject Property is contiguous to the corporate boundaries of the City.

- (b) If the Subject Property is contiguous to the City at the time such request is made, the owner of such property shall be required to submit an annexation petition to the City prior to the connection to the Utility System being made.
- (c) If the Subject Property is not contiguous to the corporate boundaries of the City at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the Utility System being made. By its terms, the Declaration of Annexation Covenant shall require the owner of the Subject Property, or any subsequent owner, to take any and all actions necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the City at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the City. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.
- (d) The Council may waive this requirement with respect to any property through the adoption of a resolution that includes specific findings in connection with the justifications of such waiver and a finding that such waiver is in the best interest of the City and its citizens.

Section 2. The form of the Declaration of Annexation Covenant (the “*Covenant*”) is set forth in **Exhibit A** hereto. The City Manager is hereby authorized modify or amend the Covenant in a manner that is not adverse to the City and that does not alleviate the requirements of Section 34-2 of the Code. The City Manager, or authorized designee, is hereby authorized to accept any such Covenant, and to take all action necessary to record such Covenant in the property records of Colleton County. The City Manager, or authorized designee, is further authorized to take such action, in accordance with Paragraph 8 of the Covenant, to act as Attorney in Fact for the owner of such property in order to execute an Annexation Petition with respect to such property.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Nothing in this Ordinance hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 5. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by the Council.

**DONE AND ENACTED IN COUNCIL ASSEMBLED, this _____ day of _____,
2019.**

**CITY OF WALTERBORO, SOUTH
CAROLINA**

[SEAL]

William T. Young, Jr., Mayor

ATTEST:

Clerk to City Council

First Reading: _____

Second Reading: _____

EXHIBIT A
FORM OF
DECLARATION OF RESTRICTIVE COVENANT

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF COLLETON)

**DECLARATION OF ANNEXATION
COVENANT**

THIS DECLARATION OF ANNEXATION COVENANT (this "*Covenant*") is made this ____ day of _____ 20__ between the City of Walterboro, South Carolina (the "*City*"), and the person or entity described below, including all successors in interest and assigns, having ownership in fee simple, life estate, or in any other designation as set forth in the Code of Laws of South Carolina 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "*Owner*"):

- () A corporation, incorporated under the laws of the State of _____ and organized under the name of _____; or
- () A general or limited partnership, limited liability company, or limited liability partnership operating under the name of _____; or
- () Individual(s) by the name(s) of _____ and _____.

RECITALS:

The real property located at _____ (Tax Map Number _____, as further described herein at **Exhibit A**, the "*Subject Property*"), belonging to the Owner, is located outside the City's corporate limits, but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits but may do so by contract with individual property owners.

The Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "*Utility Service Agreement*") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's utility system (the "*System*"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land, and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, “*Utility Services*” means and refers to water or sewer services, or both water and sewer service, provided by the City pursuant to the terms of the Utility Service Agreement, including but not limited to, (i) ongoing water or sewer service; (ii) a service tap from existing water or sewer lines, (iii) an extension of water or sewer mains; (iv) any increase or upgrade in the size water or sewer line, tap, or meter; or (v) the issuance of a letter of willingness and capability to provide, increase, or upgrade Utility Services.

B. Pursuant to the provisions of the Utility Service Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City’s sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

A. The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an “*Annexation Petition*”) immediately upon presentment by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner’s full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions, in the event prior annexation efforts are unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property for the purpose of hindering or impeding the City’s ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. Upon any division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully

annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is the sole owner in fee simple absolute of the Subject Property. Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Colleton County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Utility Service Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City; (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water or sewer charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a termination of Utility Services pursuant to Section 3B(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS RESTRICTIVE COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (A) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (B) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY THE CITY'S UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO SUBJECT PROPERTY THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for the County of Colleton, State of South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached **Exhibit A.**

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **Grant of Power of Attorney.** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the City Manager of the City of Walterboro, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.

9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.

10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.

11. **No Waiver.** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.

13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.

14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by both the Owner and the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **No Waiver.** No waiver of a breach of any of the covenants or promises of this Covenant shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.
18. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
19. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
20. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
21. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder
22. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
23. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.

[Remainder of Page Left Blank]

Exhibit A

Legal Description of Property/Copy of Deed



UTILITY SERVICE AGREEMENT

This agreement (this "Agreement"), when signed by the utility customer (the "Customer") and an authorized representative of the City of Walterboro, South Carolina (the "City"), shall become a legal and binding contract between the Customer and the City regarding the furnishing of water service or sewer service or both water and sewer service ("Utility Service") to the Customer. The Customer agrees to receive and pay for Utility Service in accordance with the rate schedule and the service regulations of the City (the "Rates and Regulations"), which are now in effect and as such Rates and Regulations may be amended from time to time. Current Rates and Regulations are on file in the offices of the City and available for review during normal business hours and are hereby made a part of this Agreement as if fully set forth herein. The Customer has had an opportunity to review the Rates and Regulations and agrees to be bound by the terms thereof.

The Customer must maintain a safe passageway for tangible access to any meter by the City personnel. Additionally, the Customer shall keep the meter free from obstructions and shall restrain pets or remove any obstacles that may inhibit the City's access to any meter or other Utility System infrastructure owned by the City. Failure of the Customer to provide unencumbered and safe access may result in the termination of Utility Service until suitable access can be consistently provided. Where the City is unable to read a meter due to inaccessibility, the Customer's bill may be rendered based upon estimated meter readings, and consumption shall be estimated based upon the best information available to the City, in its sole discretion.

The Customer shall not interfere with, or alter the City's meters, seals, or other property, or permit the same to be done by any persons other than the City's personnel or authorized agents. The cost of any damage caused or permitted to be caused by the Customer or an agent of the Customer to any meter, seal, or other property of the City shall be billed to the Customer. The City may discontinue any unauthorized use of Utility Service and may require the Customer to pay the cost of unauthorized usage based upon estimated meter readings; upon any determination of unauthorized usage, the City, in its sole discretion, may further charge to the Customer the cost of investigating, reconnecting, and other costs resulting from the unauthorized use of Utility Service, before service is restored.

The City will make all reasonable efforts to provide continuous and uninterrupted Utility Service, but shall not be liable for any loss or damage (direct, consequential or otherwise) caused by an interruption of Utility Service. The City shall not be liable for any damage to the Customer's property resulting from sewer backups, burst or broken lines, or other incidents related to the City's utility system that are caused by natural disasters, acts of third-parties, or acts of God.

Unless otherwise provided, this Agreement shall continue from month-to-month until terminated by either party, upon one working-day's notice to the other party. The City may terminate this Agreement and discontinue Utility Service if the Customer breaches this Agreement. If Utility Service is disconnected for cause, the Customer agrees to pay all outstanding amounts then due and an applicable reconnection fee for Utility Service to be restored. A failure by the Customer to provide accurate information on an application or this Agreement shall be considered a breach and, in such event, the City may terminate Utility Service without prior notice. The Customer, to the extent permitted by law, acknowledges that the City shall have the right to share the Customer's account information and other information with other utility providers.

By signing the application, the Customer signifies that he or she has the authority to request Utility Service at the location identified thereon. The Customer who signs for Utility Service agrees to be responsible for receipt and payment of bills for Utility Service. Failure to receive a monthly bill does not relieve the Customer of their payment responsibility. It is further understood that should the non-refundable service fee be determined insufficient due to continuous terminations of Utility Service, the City may require the Customer to make an additional non-refundable service fee upon request from the City, not to exceed the two highest months' utility bills at such service location.

By signing this application for Utility Service, the Customer agrees to pay all costs of collection of any sum due and payable to the City with respect to Utility Service. The City may, pursuant to the South Carolina Setoff Debt Collection Act, collect any sum due and owed by the applicant through offset of the Customer's State of South Carolina income tax refund. The Customer agrees to pay all fees and costs incurred through the process of collecting any sums due, including fees charged by the Department of Revenue, the South Carolina Association of Counties, the Municipal Association of South Carolina, and the City, whether incurred through collections pursuant to the Setoff Debt Collection Act or through any other means of debt collection.

To the extent the service location for Utility Services is outside of the municipal limits of the City, the Customer agrees to procure and deliver to the City an executed petition, or, alternatively, if the property is not contiguous to the City, an executed copy of the Declaration of Annexation Covenant from the owner of the property receiving the Utility Services. Delivery of the properly executed petition or Declaration of Annexation Covenant (depending of contiguity) is a condition precedent to the receipt of Utility Services by any property located outside of the municipal limits of the City.

I attest that the information given on this Agreement, to the best of my knowledge, is true and accurate.

CITY OF WALTERBORO, SOUTH CAROLINA

CUSTOMER NAME

City Signature

Customer's Signature

Date

Print Name

Date



LOWCOUNTRY COMMUNITY ACTION AGENCY, INC.

MAIN OFFICE: 319 Washington Street • Post Office Box 1726 • Walterboro, South Carolina 29488

Phone: 843-549-5576 • Fax: 843-549-2190 • Website: <http://www.lowcountrycaa.org>

Tara Glover, Executive Director

Magistrate Sophia Henderson, Board Chairperson

Community Action changes people's lives, embodies the spirit of hope, improves, communities and makes America a better place to live. We care about the entire community and we are dedicated to helping people help themselves and each other.

SATELLITE OFFICES

COMMUNITY SERVICES

102 Ginn Altman Ave.
Hampton, SC 29924
Ph: (803) 914-0601
Fax: (803) 914-0602

WEATHERIZATION

319 E Washington Street
Walterboro, SC 29488
PH: (843) 549-5576
Fax: (843) 549-2190

HEAD START

792 Burr Hill Road
Cottageville, SC 29435
PH: (843) 835-2760
Fax: (843) 835-5783

768 First Street

Estill, SC 29918
Ph: (803) 625-9681
Fax: (803) 625-9685

EMERGENCY SHELTER

617 Black Street
Walterboro, SC 29488
Ph: (843) 549-1597
Fax: (843) 549-2190

May 22, 2019

Mr. Jeff Molinari, City Manager
242 Hampton Street
Post Office Box 709
Walterboro, SC 29488

Dear Mr. Molinari:

The month of May has been recognized, annually, as National Community Action Month. It is an opportunity for Community Action Agencies, nationally, to educate and bring public awareness of the vital and quality services provided to the many families in the communities in which we serve.

Due to many scheduling conflicts, we had to move our Community Action Day to take place on Saturday, June 8, 2019 from 7:30 A.M. until 2:00 P.M. We are requesting permission to utilize the city's parking lot located between Hampton and Washington Street, for this great event. We will be partnering with Lowcountry Food Bank, to give away groceries to individuals and vendors will be set up to display their services that they offer.

Please let me know, if the request is doable, in order for us to finalize the preparation for the event. On behalf of LCAA's Board of Director's, we would like to thank you for your continued support, in our mission, to provide quality services to the many low-income families in the Community.

If you should have any questions, feel free to contact me at (843) 549-5576, ext. 101 or Ms. Cleo Fryar, Executive Administrator at (843) 843-5576, ext. 100.

Sincerely,

Tara Glover
Executive Director

It is our mission to use partnerships and services to guide and ensure self-sufficiency and economic independence within the community.

~ AN EQUAL OPPORTUNITY EMPLOYER ~



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

May 10, 2019

Amy J. Risher
Finance Director
City of Walterboro
300 Hampton Street
Walterboro, SC 29488

Dear Ms. Risher:

We are pleased to notify you that your 2018 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. We want to strongly encourage the recommended improvements be made in the next report, and that the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement for Excellence in Financial Reporting is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive a plaque in about 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to cafrprogram@gfoa.org and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Walterboro
South Carolina**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morrill

Executive Director/CEO



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: May 30, 2019
SUBJECT: Request to Purchase Pickup Truck for Water Department

There is capacity in the FY 2018-2019 Enterprise Fund budget to absorb the cost of one (1) pickup truck for the Water Department. The Water Department would like to replace a 2008 Ford Ranger pickup that has 198,442 miles and has required numerous repairs in the past six (6) months. Bids were received from three (3) dealers. I have attached all supporting documentation from Wayne Crosby, Utilities Director.

<u>Vendor</u>	<u>Vehicle</u>	<u>Total Price</u>
Rizer Chevrolet (Walterboro, SC)	2019 Chevrolet Silverado 1500	\$25,026.70
Family Ford (St. George, SC)	2019 Ford F-150	\$24,880.00
Walterboro Ford (Walterboro, SC)	2019 Ford F-150	\$24,380.00

Staff recommends purchasing a 2019 Ford F-150 from Walterboro Ford (Walterboro, SC) in the amount of **\$24,380.00**. City staff asks for Council's favorable consideration of this request. If you have any questions, comments or concerns, please do not hesitate to contact me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments

MEMORANDUM

To: Jeff Molinari, City Manager
From: Wayne Crosby, Utilities Director
Re: Request for Bid
Date: 5/29/2019

The City of Walterboro Utilities Department recently requested bids for a pickup truck. This vehicle will replace a 2008 Ford Ranger pickup that has 198,442 miles and required numerous repairs in the past 6 months. This truck will be used in the water department. Each of the local dealerships (Rizer Chevrolet and Walterboro Ford) was contacted. A third dealership (Family Ford) also submitted a bid.

The bids were as follows:

Rizer Chevrolet –	\$25,026.70
Family Ford-	\$24,880.00
Walterboro Ford –	\$24,380.00

It is this department's recommendation to accept the low bid from Walterboro Ford in the amount of \$24,380.00.



Rizer Chevrolet Buick GMC

Scott Rizer | 843-549-6363 | srizer@rizerchevrolet.com

[Fleet] 2019 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" (2)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$26,234.10	\$28,300.00
Total Options	\$3,097.60	\$3,520.00
Vehicle Subtotal	\$29,331.70	\$31,820.00
Destination Charge	\$1,595.00	\$1,595.00
Grand Total	\$30,926.70	\$33,415.00

Bid. Assistance 6400
29,526.70
+ 500 Tags

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 8279. Data Updated: May 6, 2019 10:00:00 PM PDT.



FAMILY



ST. GEORGE | SOUTH CAROLINA

5866 W. Jim Bilton Boulevard
St. George, South Carolina 29477
Phone: 843-563-2341
Fax: 843-563-2343
www.familyfordsc.com

5/29/2019

PLEASE ACCEPT OUR BID ON THE FOLLOWING:

2019 FORD F150 REGULAR CAB
5.0L V8 / AUTOMATIC
TRAILER TOW PACKAGE
VINYL INTERIOR
SHORT WHEELBASE
TOOL BOX

\$ 23500	
+ 500	1MI
<hr/>	
\$ 24000	TOTAL
880	Power equip group
<hr/>	
24,880	

THANKS FOR YOUR CONSIDERATION

NEW VEHICLES AT DEALER INVOICE LESS REBATES

www.walterboroford.com

5/9/19

Please Accept our BID FOR The
Following TRUCK.

2019 F150

4x2

Regular Cab

5.0L V8

Automatic TRANSMISSION

TRAILER TOW

Vinyl INTERIOR

Short wheelbase

T301 Box

OPTIONS

Jowee Equipment Group -880⁰⁰

23,000⁰⁰

500 TAX

23,500

+ 880

24,380



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: May 31, 2019
SUBJECT: Washington Street Waterline Improvement Project

On May 30, 2019, the City of Walterboro received six (6) bids for the Washington Street Waterline Improvement Project. The project consists of constructing 1,178 linear feet of 8" water main from Dowling Avenue to Ivanhoe Road, three (3) gate valves, one (1) fire hydrant and related appurtenances. Approximately 350 feet of water main will be bored under Ireland Creek.

<u>Contractor</u>	<u>Bid</u>
Corbett and Sons Construction, LLC (Lancaster, SC)	\$114,030.00
Signature Services, LLC (Lexington, SC)	\$132,557.50
Green Construction Company, Inc. (Summerville, SC)	\$167,040.00
Palmetto Utility Group, LLC. (Branchville, SC)	\$172,622.50
Carolina Tap and Bore, Inc. (West Columbia, SC)	\$206,525.00
IPW Construction Group, LLC (North Charleston, SC)	\$253,975.00

Corbett and Sons Construction, LLC (Lancaster, SC) was the low bidder with a price of **\$114,030.00**. Pursuant to a memorandum from the City's engineer (Hybrid Engineering), Corbett and Sons Construction, LLC is both qualified and capable of performing the project. Funding for the project will come from the Capital Project Sales Tax. City staff asks for Council's favorable consideration of this request. If you have any questions, comments, suggestions or concerns, please do not hesitate to come by City Hall or call me anytime.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments



May 31, 2019

Mr. Wayne Crosby, Utilities Director
City of Walterboro
242 Hampton Street
Walterboro, SC 29488

Re: Jefferies Highway Water Improvements

Dear Mr. Crosby:

As you know, the bid opening for the Washington Street Water Improvements was conducted at 2 p.m. on May 30, 2019 at Walterboro City Hall there in Walterboro. There were 6 bids received and opened. A copy of the Bid Tabulation is enclosed. All bids were found to be responsive.

Corbett and Sons Construction, LLC. was the low bidder with a bid price of \$114,030.00. We are of the opinion that this is a fair and reasonable price for this work.

We are also of the opinion that Corbett and Sons Construction, LLC. is both qualified and capable of performing Washington Street Water Improvements. We have checked their qualifications and references. Accordingly, Hybrid Engineering, Inc. recommends that a construction contract be awarded to Corbett and Sons Construction, LLC. In anticipation that our recommendation will be accepted, we have prepared and enclosed a Notice of Award. If you find this Notice of Award to be acceptable, please have it signed, scanned, and e-mailed to us.

Let us know if you have any questions or if we might provide additional information. As always, it is our pleasure to be of service.

Yours sincerely,

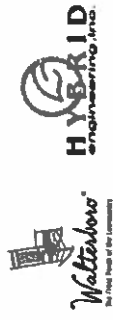
HYBRID ENGINEERING, INC.

A handwritten signature in black ink that reads 'Rami Al Cheikh'.

Rami Al Cheikh, Civil Design Engineer

Enclosures

**BID TABULATION
WASHINGTON STREET WATER IMPROVEMENTS
CITY OF WALLTARBORO
May 30, 2018**



Item No.	Item Description	Unit	Estimated Quantity	Corbett and Sons Construction, LLC.		Signature Services, LLC.		Green Construction Company, Inc.		Palmetto Utility Group, LLC.		Carolina Tap and Bore, Inc.		IPW Construction Group, LLC.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	8" Water Main	LF	310	\$30.00	\$9,300.00	\$41.10	\$12,741.00	\$55.00	\$17,050.00	\$44.00	\$14,840.00	\$48.00	\$14,880.00	\$88.75	\$27,112.50
2	8" Ductile Iron Water Main	LF	745	\$50.00	\$37,250.00	\$41.10	\$30,819.50	\$80.00	\$59,800.00	\$62.50	\$46,562.50	\$65.00	\$48,425.00	\$2.50	\$1,875.00
3	8" Ductile Iron Water Main Threaded Thru Casing	LF	50	\$55.00	\$2,750.00	\$135.00	\$6,750.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$85.00	\$4,250.00	\$12.50	\$625.00
4	8" Flexible PVC Water Main Directionally Drilled	LF	262	\$65.00	\$17,030.00	\$104.00	\$27,248.00	\$80.00	\$20,960.00	\$65.00	\$17,030.00	\$185.00	\$48,470.00	\$187.50	\$49,125.00
5	Bore & Jack 16" Steel Casing Pipe	LF	50	\$185.00	\$9,250.00	\$370.00	\$18,500.00	\$388.00	\$19,400.00	\$350.00	\$17,500.00	\$400.00	\$20,000.00	\$62.50	\$3,125.00
6	8" Gate Valve & Box	EA	2	\$800.00	\$1,600.00	\$1,870.00	\$3,740.00	\$1,800.00	\$3,600.00	\$2,050.00	\$4,100.00	\$2,400.00	\$4,800.00	\$2,812.50	\$5,625.00
7	8" 45 Degree MJDI Bend	EA	2	\$400.00	\$800.00	\$477.00	\$954.00	\$625.00	\$1,250.00	\$925.00	\$1,850.00	\$1,200.00	\$2,400.00	\$937.50	\$1,875.00
8	8" x 6" MJDI Reducer	EA	2	\$400.00	\$800.00	\$425.00	\$850.00	\$600.00	\$1,200.00	\$825.00	\$1,650.00	\$600.00	\$1,200.00	\$937.50	\$1,875.00
9	6" MJDI Tapping Sleeve	EA	2	\$3,200.00	\$6,400.00	\$4,120.00	\$8,240.00	\$4,500.00	\$9,000.00	\$4,800.00	\$9,600.00	\$4,000.00	\$8,000.00	\$4,375.00	\$8,750.00
10	Fire Hydrant Assembly	EA	1	\$3,500.00	\$3,500.00	\$5,100.00	\$5,100.00	\$7,500.00	\$7,500.00	\$4,800.00	\$4,800.00	\$6,500.00	\$6,500.00	\$11,875.00	\$11,875.00
11	Concrete Valve Marker	EA	2	\$25.00	\$50.00	\$140.00	\$280.00	\$100.00	\$200.00	\$150.00	\$300.00	\$100.00	\$200.00	\$75.00	\$150.00
12	Remove & Replace Asphalt Pavement-Roadways	LF	40	\$60.00	\$2,400.00	\$70.00	\$2,800.00	\$112.00	\$4,480.00	\$187.50	\$7,500.00	\$75.00	\$3,000.00	\$125.00	\$5,000.00
13	Grading and Erosion Control	LS	1	\$1,000.00	\$1,000.00	\$3,275.00	\$3,275.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
14	Flowable Fill	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$3,125.00	\$3,125.00
15	Clearing and Grubbing	LF	40	\$150.00	\$6,000.00	\$54.00	\$2,160.00	\$100.00	\$4,000.00	\$177.50	\$7,100.00	\$200.00	\$8,000.00	\$156.25	\$6,250.00
16	Remove & Replace Asphalt Pavement - Driveways	LS	1	\$10,000.00	\$10,000.00	\$5,400.00	\$5,400.00	\$7,000.00	\$7,000.00	\$16,500.00	\$16,500.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
17		LF	20	\$45.00	\$900.00	\$70.00	\$1,400.00	\$40.00	\$800.00	\$187.50	\$3,750.00	\$50.00	\$1,000.00	\$250.00	\$5,000.00
				Total:	\$114,600.00	\$132,557.50	\$187,040.00	\$172,822.50	\$206,623.00	\$172,822.50	\$206,623.00	\$253,875.00	\$253,875.00	\$253,875.00	\$253,875.00

The bids tabulated herein were received by the City of WalltARBORO on May 30, 2018 in Council Chambers at WalltARBORO City Hall.

hybrid Engineering, Inc.
C. Douglas Clary, Jr., P.E.

C. Douglas Clary, Jr., P.E.