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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

July 2, 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 # 2019-07, 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.

IV. Approval of Minutes:

1. Minutes of the April 2, 2019 Regular Meeting (Minutes attached).

V. Old 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 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, **Second Reading and Adoption** (Ordinance attached).

VI. New Business:

1. Request to Use the Hampton & Lucas Street Parking Lot for a Community Yard Sale and Food Distribution on Saturday, July 13, 2019 from 7:00 A.M. to 2:00 P.M. by the Lowcountry Community Action Agency, Inc. (Letter attached).

2. Request to Use the Washington Street & Jefferies Blvd. Parking Lot and the Walterboro Wildlife Sanctuary for the 6th Annual Walk and Wag Fund-raiser, **September 28, 2019** from 8:00 A.M. to 2:00 P.M., and to put up No Parking Signs on Evening of September 27, by Friends of Colleton County Animal Shelter (Letter attached).

VII. Committee Reports:

VIII. City Manager's Report:

1. Consideration of Recommendation to Purchase Two (2) New Patrol Vehicles and One (1) Admin Vehicle for the Police Department (Memorandum and bid materials attached).
2. Consideration of Recommendation to Purchase Pickup Truck for the Water Department (Memorandum and bid materials attached).
3. Consideration of Recommendation to Purchase Service Body Crane Truck for Sewer Department (Memorandum and bid materials attached).
4. Consideration of Recommendation to Purchase New Residential Sanitation Vehicle (Memorandum and bid materials attached).
5. Emergency Sewer Line Repair - Madison Street (Memorandum attached).

IX. Executive Session:

1. Personnel Matter - Appointment of Associate Municipal Judge.

X. Open Session:

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

XI. 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 6/20, 2019 and ending on 6/20, 2019.

SWORN to before me

this 20 day of June, 20 19
Barbara McCaw (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, July 2, 2019 at 6:15 P.M. in City Hall Council Chambers to receive public comments on the following proposed ordinance:

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.

A copy of the proposed ordinance is available in the City Manager's Office at City Hall, 242 Hampton Street or on the City's website (www.walterborosc.org). Written comments may be mailed to the City Manager, P.O. Box 709, Walterboro, SC 29488 and must be received prior to the public hearing. Please call the City Manager's Office (843-782-1010) for additional information or for disabled persons needing auxiliary aids. Please give at least 24 hours notice if auxiliary aids are required.

Walterboro City Council
Regular Meeting
April 2, 2019

MINUTES

A Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, April 2, 2019 at 6:15 P.M., with Mayor Bill Young presiding.

PRESENT WERE: Mayor Bill Young, Council Members: Carl Brown, Judy Bridge, Paul Siegel, Bobby Bonds and Greg Pryor. City Manager Jeff Molinari, Assistant City Manager Hank Amundson and Attorney Brown McLeod on behalf of the City Attorney George Cone were also present. There were approximately 20 people present in the audience. Council Member James Broderick and City Clerk Betty Hudson were absent.

There being a quorum present, Mayor Young called the meeting to order and invited everyone to join in the invocation and the pledge of allegiance. Mayor Young gave the invocation. (In his prayer, the Mayor asked for blessings for the family of Riniya Wright and everyone affected by her tragic death (March 27, 2019). He also asked for strength and wisdom for all of teachers and administrators at Forest Hills Elementary as they deal with this death). Council Member Paul Siegel led the pledge of allegiance to our flag.

At this point, the Mayor recognized and welcomed Mr. Al Jenkins from Senator Tim Scott's Office, to the meeting. He said, it is good to have you with us tonight.

PUBLIC INPUT ON AGENDA ITEMS:

There were no comments or questions on agenda items.

APPROVAL OF THE MINUTES:

The Minutes of the March 5, 2019 Regular Meeting were accepted as written on the motion of Council Member Brown, seconded by Council Member Bridge with all members voting in favor. Council Member Broderick was absent and did not vote.

OLD BUSINESS:

There was no Old Business before Council.

NEW 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 Highway designated as TMS # 147-09-00-041 from Highway Commercial District (HCD) to Interstate Interchange Commercial District (IICD), First Reading**

Assistant City Manager Hank Amundson briefed Council on this agenda item. Mr. Amundson noted that there were materials on this rezoning in the agenda packets. He stated that there is a property on Bells Highway which was purchased from Brabham Oil. He stated that this property is located on Dorsey Street and Bells Highway.

He said, EnMarket has purchased four different service stations around the City, and in all of the four properties, they adjusted and came into compliance with their signs, as far as height and square footage. However, in this one case, they have a sign that is too tall. We were working with them on compliance, and they then realized that they are adjacent to a property that is in the interstate interchange commercial district. The majority of their business comes from the interstate, and they comply

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with the 1,000 foot requirement for signs higher than 30 feet. So, they submitted a request for re-zoning which went to the Planning Commission, and it was unanimously recommended to be rezoned to the Interstate Interchange Commercial District.

A motion was made by Council Member Siegel giving First Reading Approval to 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). Council Member Pryor seconded the motion. All in favor. None opposed. Motion carried. Council Member Broderick was absent and did not vote.

2. **A Request to Use the Downtown Plaza and to Close the Street for the Annual Memorial Day Ceremony on May 27, 2019, by Colleton County Veterans Council**

Council Member Pryor made a motion to honor the request to use the Downtown Plaza and to close the streets for the Annual Memorial Day Ceremony on May 29, 2019 by the Colleton County Veterans Council. Council Member Siegel seconded the motion. Mr. Bob Tiegs corrected the date as May 27, 2019, not May 29th.

Mr. Bob Tiegs, present on behalf of the Colleton County Veterans Council, told Council that they were well on their way to getting the new veterans memorial put up in the downtown plaza. He said, if you haven't been there yet, you can see that the brick outlay has already been put in. The only thing that we need to do right now is to get the slab engraved with the names that we are going to put up there. Then we are going to have the dedication on Memorial Day for our one Colletonian who has given his life in Afghanistan for his country. So, hope you can all make it, it's going to be a good ceremony.

The motion then passed with all members voting in favor, except Council Member Broderick was absent and did not vote.

COMMITTEE REPORTS:

There were no Committee Reports given.

CITY MANAGER'S REPORT:

1. **Introduction of New Fire Captain, Wilson Murdaugh by Fire Chief Paul Seigler**

City Manager Molinari then recognized Fire Chief Paul Seigler to introduce the new Fire Captain, Wilson Murdaugh. Fire Chief Seigler gave a few highlights on Mr. Murdaugh. He said that Mr. Wilson Murdaugh is:

- a. Very goal oriented.
- b. Paid his own way to go through the Fire Academy for eight weeks, so that tells you something about him.
- c. He had a house built from the ground up.
- d. Is a member of the National Guard for 6 years, serving his country.
- e. Was hired by the City of Walterboro Public Safety in 2014, when he graduated from the Police Academy.
- f. He is also a certified Fire Instructor, which means he can teach classes for us in-house, and anywhere in the State of South Carolina, if asked to do so.

Concluding, Fire Chief Seigler said that Mr. Murdaugh is one of the great guys who is interested in the future of the City Fire Department, and we are real proud of him. He then introduced the City's new Fire Captain, Mr. Wilson Murdaugh.

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The Mayor then congratulated Mr. Murdaugh.

2. Consideration of Adoption of Updated City of Walterboro Personnel Administrative Guidelines

City Manager Molinari reported that the City's Personnel Administrative Manual had not been updated since 2012. He stated that the City's insurance carrier (SCMIT/SCMIRF) is requiring that the personnel manual be updated. He reminded Council that a copy of this manual had been distributed with the agenda packet and he would be happy to answer any questions. Mr. Molinari then said that staff recommends adoption of the Revised Personnel Administrative Guidelines. He stated that if Council is comfortable with these changes, then the current guidelines would need to be revoked and the new guidelines adopted.

A motion was made by Council Member Bridge to rescind the current Walterboro Personnel Manual and accept the new one as proposed by the City Manager to take effect immediately. Council Member Brown seconded the motion that passed with all members voting in favor, except Council Member Broderick was absent and did not vote.

3. Consideration of Approval of Task Order from Hybrid Engineering, Inc. for Engineering Services for Mable T. Willis Boulevard Well

City Manager Molinari stated that earlier this year, City Council selected Hybrid Engineering as our engineer for future water and sewer projects. As you are aware, the City was awarded a \$1,000,000 grant from the South Carolina Rural Infrastructure Authority for the construction of a new well on Mable T. Willis Boulevard. He stated that Hybrid Engineering had submitted a proposal for design and engineering services for this well in the amount of \$99,992, and that the Fiscal Year 2019-2020 Enterprise Budget allocated \$\$100,000 for this expenditure. City staff asks for Council's favorable consideration of this request.

A motion was made by Council Member Siegel to approve the task order from Hybrid Engineering for engineering services for the new well on Mable T. Willis Boulevard. Council Member Bridge seconded the motion that passed with all members voting in favor. Council Member Broderick was absent and did not vote.

4. Lowcountry Regional Cleanup - Monday, April 22, 2019

Next, the City Manager announced that he was contacted by the County Administrator a few weeks ago inquiring about the City's interest in participating in the Lowcountry Regional Cleanup on Monday, April 22, 2019, which is also "Earth Day". This will be the first year that Colleton County has participated. Beaufort, Hampton and Jasper Counties are participated the last few years. Mr. Molinari stated that he has already spoke to staff members about it, and we will have about 25-30 volunteers who are interested in serving. In talking with the County, we are looking at having a couple of shifts to do the work - one morning shift, and one afternoon shift, with the County providing a lunch for all the participants at the Museum and Farmer's Market.

Concluding, Mr. Molinari said there is no added pressure, but I know that your colleagues on County Council are all participating, and we would certainly welcome you to join us. This is the first year that Colleton County has participated, and it has been a learning process, but I think it's going to be a positive event and will have a real impact on our community, especially the week of the Rice Festival.

Council Member Pryor asked if there were any particular area the cleanup will concentrate on? Mr. Molinari responded yes, in fact, we are primarily looking at the

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entryways in the City. In fact, Mr. Dana Cheney, who is here this evening, e-mailed me a recommended list of streets to target. So, we will be taking a look at that and coordinating the available personnel that we have.

EXECUTIVE SESSION:

The Mayor then entertained a motion to enter into an Executive Session. Council Member Pryor then MOVED to enter Executive Session, and Council Member Bridge seconded the motion. All in favor. None opposed. Motion carried. Council Member Broderick was absent and did not vote.

The Mayor announced that the meeting will convene into an Executive Session for consideration of the following items:

1. Contractual Matters:
 - a. Electric Franchise Agreement.
 - b. I-95 Business Loop Project Phase 1B/1E.
2. Receipt of Legal Advice - News Article.
3. Personnel Matter - Appointment to Historic Preservation Commission.

The Mayor announced that Council may take action on matters discussed in Executive Session when we come back into Open Session. The meeting then entered into an Executive Session.

A motion was made by Council Member Bonds to exit Executive Session and return to Open Session. Council Member Pryor seconded the motion. All in favor. None opposed. Motion carried. Council Member Broderick was absent and did not vote.

The meeting returned to Open Session, and a motion was made by Council Member Bridge to appoint Ms. Molly Watkins to the Historic Preservation Commission to fill the vacancy left by Linda Godley for a term ending January 2021. Council Member Pryor seconded the motion. All in favor. None opposed. Motion carried, except Council Member Broderick was absent and did not vote.

There being no further business to consider, a motion to adjourn the meeting was made by Council Member Siegel, seconded by Council Member Bridge and passed unanimously. The meeting adjourned at 7:44 P.M. Notice of this meeting was distributed to all local media and posted on the City's website and the City Hall bulletin board at least twenty-four hours prior to meeting time.

Respectfully,

Betty J. Hudson
City Clerk

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:

Betty J. Hudson, City Clerk

First Reading: June 4, 2019

Public Hearing: July 2, 2019

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

Betty Hudson

From: Jeffrey Molinari
Sent: Tuesday, June 25, 2019 5:39 PM
To: Betty Hudson
Subject: Fwd: City Parking Lot

Betty,

Please contact her - we'll need to put this on the agenda for next Tuesday.

Jeff

Sent from my iPhone

Begin forwarded message:

From: "Tara Glover" <tara.glover@lowcountrycaa.org>
Date: June 25, 2019 at 5:37:11 PM EDT
To: <jmolinari@walterborosc.org>
Subject: City Parking Lot

Good afternoon,

Please advise if the city parking lot is available for Saturday, July 13, 2019, from 7:00 AM – 2:00 PM. We would like to have a community yard sale and food distribution to give back to the community. I look forward to your response.

Have a great evening!

Tara T. Glover
Executive Director
Lowcountry Community Action Agency, Inc.
319 E Washington Street
Post Office Box 1726
Walterboro, SC 29488
Phone: (843) 549-5576
Fax: (843) 549-2190
E-Mail: tara.glover@lowcountrycaa.org
Website: <http://www.lowcountrycaa.org>

"Greatness is when we ALL can win TOGETHER."



FoCCAS

Friends of Colleton
County Animal Shelter

June 14, 2019

Walterboro City Council
242 Hampton St.
Walterboro, SC 29488

Dear Members of City Council,

6th Annual FoCCAS Walk & Wag

Friends of Colleton County Animal Shelter (FoCCAS) wishes to hold our 6th Annual Walk & Wag in Walterboro at the parking lot at Jefferies and Washington Streets with strolls through the Walterboro Wildlife Sanctuary at 11:15 am and 12:00 pm. This event has been a successful fundraiser and community builder since 2014. Our event grows each year.

We are requesting permission to use this parking lot on Saturday, September 28, 2019, from 8:00 am to 2:00 pm, for permission to put up No Parking signs on Friday evening, and for use of the Walterboro Wildlife Sanctuary for walks between 11:00 am and 1:00 pm.

Thank you for your consideration.

Sincerely,

Sarah

Sarah E. Miller
Vice President
Fundraising Chairperson



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: June 21, 2019
SUBJECT: Request to Purchase New Police Patrol Vehicles

The FY 2019-2020 budget allocated \$89,472 for the purchase of two (2) new police vehicles. The Police Department received bids from two (2) vendors and one (1) no bid for two (2) new patrol vehicles. The vehicles will be outfitted with the complete police package (\$19,855.40).

| <u>Vendor</u> | <u>Vehicle</u> | <u>Total Price*</u> |
|----------------------------------|-----------------------------------|---------------------|
| Walterboro Ford (Walterboro, SC) | Ford Interceptor | \$92,450.80 |
| Santee Automotive (Manning, SC) | Dodge Charger | \$88,214.80 |
| Rizer Chevrolet (Walterboro, SC) | Chevrolet Caprice (not available) | No Bid |

*Includes price of two (2) fully equipped vehicles plus sales tax.

The City received bids from one (1) local vendor. In applying the Local Preference Option as outlined in Section 2-251 of the Code of Ordinances of the City of Walterboro, Walterboro Ford did not qualify for the opportunity to match the price submitted by Santee Automotive. The City received a \$50,000 grant from USDA to purchase new police patrol vehicles. The net cost to the City for both vehicles will be \$38,214.80.

Staff recommends purchasing the two (2) vehicles from Santee Automotive (Manning, SC) in the amount of **\$88,214.80**. 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: City Manager

FROM: Chief of Police


DATE: June 21, 2019

SUBJECT: Request to Purchase two Police Patrol Vehicles

The following is a request authorization by the Police Department for the purchase of two (2) police vehicles. Two bids were received, with one bid being a local vendor. In applying the local preference option, the local vendor, Walterboro Ford, does not meet the requirement to match the lowest bid by Santee Automotive. Below is a breakdown of all bids received. Based on the bids provided, I am recommending that the bid from Santee Automotive for one Dodge Charger in the amount of \$44,107.40 be accepted.

| <u>Vendor</u> | <u>Vehicle</u> | <u>Total Price*</u> |
|-------------------|-----------------------------------|---------------------|
| Walterboro Ford | Ford Interceptor | \$46,255.40 |
| Santee Automotive | Dodge Charger | \$44,107.40 |
| Rizer Chevrolet | Chevrolet Caprice (not available) | No Bid Received |

*This price includes sales tax and the cost to equip the vehicle.



Wade Marvin, Chief of Police

Wade Marvin

From: Wade Marvin
Sent: Wednesday, June 12, 2019 3:10 PM
To: 'vfargnoli@yahoo.com'
Cc: Kevin Martin
Subject: Walterboro Police Department

Good afternoon,

On behalf of the Walterboro Police Department, I would like to request a bid from Walterboro Ford on a white in color, law enforcement AWD police sedan. Please include these options in the quote requested, a driver side spot lamp, officer protection package, rear camera, reverse sensing, 2 extra key fobs, rear vinyl seating, and vinyl floors.

We would ask that you reply with your bid by June 19th 2019.

Thanks for your consideration,



Wade B. Marvin, Chief of Police
Walterboro Police Department
242 Hampton Street
Walterboro, S.C. 29488
Phone: 843-782-1032
Email: Wmarvin@walterborosc.org



Wade Marvin

From: Wade Marvin
Sent: Wednesday, June 12, 2019 3:15 PM
To: 'srizer@Rizerchevrolet.com'
Cc: Kevin Martin
Subject: FW: Walterboro Police Department

From: Wade Marvin
Sent: Wednesday, June 12, 2019 3:08 PM
To: srizer@rizerchevrolet.com
Cc: Kevin Martin <kmartin@walterborosc.org>
Subject: Walterboro Police Department

Good afternoon,

On behalf of the Walterboro Police Department, I would like to request a bid from Rizer Chevrolet on a white in color, law enforcement police sedan. Please include these options in the quote requested, a driver side spot lamp, officer protection package, rear camera, reverse sensing, 2 extra key fobs, rear vinyl seating, and vinyl floors.

We would ask that you reply with your bid by June 19th 2019.

Thanks for your consideration,



Wade B. Marvin, Chief of Police
Walterboro Police Department
242 Hampton Street
Walterboro, S.C. 29488
Phone: 843-782-1032
Email: Wmarvin@walterborosc.org



NEW VEHICLES AT DEALER INVOICE LESS REBATES

www.walterboroford.com

May 1, 2019

Please accept our bid for the following vehicle.

- 2019 AWD INTERCEPTOR
- 3.7 V6
- 6 SPD AUTOMATIC
- OXFORD WHITE
- CLOTH/ VINYL SEATING
- RR DOOR HANDLE INOPERABLE
- SPOT LAMP DRIVER ONLY
- SYNC 3
- BUMPER TO FRAME BRACKET KIT
- KEY FOB
- 18" FULL FACE WHEEL COVER
- REAR WINDOW POWER DELETE
- REVERSE SENSING

*Officer Protection Package
Hybrid?
Rear sensors?
Rear Camera?
Key Fob How many?*

*25,900⁰⁰
500 TAX⁰⁰

26,400⁰⁰*



1204 QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 803-386-9651
Fax: 803-678-4297
www.santeeautomotive.com

BILL TO:

Walterboro Police Department
Lieutenant Jesse Moon

803-608-8166
jmoon@walterborosc.org

Estimate Number: 17293

Estimate Date: June 5, 2019

Expires On: October 31, 2019

Grand Total (USD): \$24,327.00

| Items | Quantity | Price | Amount |
|--|----------|---------------|--------------------|
| Dodge Charger Police RWD State Contract: 4400019826 Dodge Charger Police RWD 3.6L Penstar V6 Five Speed Auto Stick Transmission Bluetooth Rear Camera Power Windows, Mirrors, and Door Locks Full Size Spare Tire Cloth Front Bucket Seats Vinyl Rear Seat Vinyl Flooring Driver's Side Spotlight Exterior Vehicle Color: White Knuckle | 1 | \$22,539.00 | \$22,539.00 |
| Dodge Charger HEMI Engine Upgrade Dodge Charger Engine to 5.7L V8 HEMI | 1 | \$1,213.00 | \$1,213.00 |
| Vehicle Delivery Delivery to Walterboro, SC. (Vehicle may be picked up at dealership for no fee. | 1 | \$75.00 | \$75.00 |
| Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee | 1 | \$500.00 | \$500.00 |
| | | Total: | \$24,327.00 |

Grand Total (USD): \$24,327.00

- 75.00

 24,252.00



NEW VEHICLES AT DEALER INVOICE LESS REBATES

www.walterboroford.com

Please Accept our bid for The Following:

2019 Police Interceptor

3.7 V6

Automatic

RR Door HANDLE Inoperable

Spot Lamp Driver Only

Sync 3

Bumper to Frame Bracket Kit

2 Key FOBs

18" Full Face wheel cover

Reverse Sensing

Rear Window Power Delete

25,900⁰⁶
500 TAX

26400

LAW ENFORCEMENT VEHICLE INDEX

| | Initial Contract Term | Contract Rollover Dates | Order Cut Off Date | Base Price |
|--|-----------------------|-------------------------|-----------------------|-------------|
| LE-3: Police Sedan - Hybrid Drivetrain | | | | |
| WILL BE RE-SOLICITED WITH REVISED SPECIFICATIONS | | | | |
| LE-4: Police Sedan, Intermediate, Rear Wheel Drive, Pursuit Package Dodge Charger Pursuit - LDDE48 | 11/27/18 - 10/31/19 | | 8/6/19 | \$22,539.00 |
| LE-6: Pursuit-rated 1/2 ton Pickup, 4x4, Crew Cab Ford 150 Police Responder - W1P | 11/1/18 - 10/31/19 | | | \$33,711.00 |
| LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive Dodge Durango PPV - WDEE75 | 11/1/18 - 10/31/19 | | 4/10/19 | \$28,267.00 |
| LE-8: Law Enforcement Utility - 4x2 SUV, Full Size, Four-Door, Flex Fuel Chevrolet Tahoe PPV - CC15706 | 11/1/17 - 10/31/18 | 11/1/18 - 10/31/19 | 3/20/19 | \$32,734.00 |

Tricounty Upfitters
 4584 Toney Bay Road
 Holly Hill, SC 29059 US
 8437719418
 tfloyd@tricountyupfitters.com
 www.tricountyupfitters.com

Estimate

ADDRESS

Walterboro Police Department
 Attn: Lt. Jesse Moon
 242 Hampton Street
 Walterboro, SC 29488

SHIP TO

Walterboro Police Department
 Attn: Lt. Jesse Moon
 242 Hampton Street
 Walterboro, SC 29488

| ESTIMATE # | DATE |
|------------|------------|
| 19-0066 | 06/19/2019 |

SALES REP
 BTF

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|-----------------------------|---|-----|----------|----------|
| | South Carolina State Contract #4400012373 | | | 0.00 |
| FS-INTG44-1502998366 | Integrity 44" Lightbar, Blue w/ White Flood, Blue w/ Amber Signalmaster, Low Profile | 1 | 1,375.00 | 1,375.00 |
| FS-HKB-LPCHGR11 | Lightbar Hook Kit, Low Profile - Dodge Charger | 1 | 0.00 | 0.00 |
| FS-PF200R | Pathfinder Siren - Remote | 1 | 599.99 | 599.99 |
| FS-ES100C | Dynamax Speaker - 100watt | 1 | 139.00 | 139.00 |
| FS-ESB-CHGR15 | 2015 Dodge Charger, ES100 combo speaker and grille light bracket | 1 | 0.00 | 0.00 |
| FS-RBKIT2 | Pair of Rumbler Woofers | 1 | 299.99 | 299.99 |
| FS-RB-CHGR15 | 2015+ Dodge Charger Rumbler Brackets, Pair | 1 | 35.99 | 35.99 |
| FS-OBDCABLE25-DGCAN | 6ft OBDII Interface Cable - 2018 Dodge Charger and Durango Pursuit | 1 | 109.45 | 109.45 |
| FS-IPX620-BW | IPX6 - Clear Lens, Horiz. Mount (Blue/White) | 2 | 85.99 | 171.98 |
| FS-MPS650-BB | MicroPulse 6 - Hood / Grille Mount (Blue/Blue) | 2 | 75.99 | 151.98 |
| FS-FHL-TAIL | Flasher, Taillight, Universal - 18" Leads | 1 | 41.25 | 41.25 |
| GJ-7170-0137-02 | Gamber Johnson - 2011+ Dodge Charger Kit, Includes Console, Cup Holder and Printer Mounted Arm Rest | 1 | 589.99 | 589.99 |
| GJ-7160-0502 | 6" Swing Arm w/ Low Swivel, Console Mounted | 1 | 185.99 | 185.99 |
| GJ-7160-0250 | Universal Laptop Cradle | 1 | 219.99 | 219.99 |
| STL-75458 | Streamlight Stinger DS LED HL w/ 12v Piggyback Charger | 1 | 169.99 | 169.99 |

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|-----------------|---|-----|----------|----------|
| STL-75903 | Streamlight Stinger Traffic Wand, Red | 1 | 6.49 | 6.49 |
| | | | | 0.00 |
| GR-5700FF | Universal 50/50 Wire Mesh & Window Partition, Uncoated Clear Poly | 1 | 365.99 | 365.99 |
| GR-570420 | Dodge Charger, 2011-2014 Transfer Kit | 1 | 147.99 | 147.99 |
| GR-5700DC1R | 2011-15 Dodge Charger, Recessed Storage Center Panel and Lower Extension Kit | 1 | 142.99 | 142.99 |
| SET-WK0594CGR11 | Dodge Charger Window Guards, Polycarbonate, Slotted, Pair | 1 | 199.99 | 199.99 |
| GR-5CARCG121220 | Molded Rear Prisoner Restraint Seat w/ C/Belt System | 1 | 499.99 | 499.99 |
| | | | | 0.00 |
| WG-4RE | 4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty. Includes Evidence Library Express software. | 1 | 5,034.75 | 5,034.75 |
| WG-4RE | Upgrade 4RE to wireless upload capatibility | 1 | 210.00 | 210.00 |
| WG-4RE | Upgrade 4RE Zero Sightline to Panoramic Camera | 1 | 210.00 | 210.00 |
| WG-4RE | Evidence Library 4 Web 4RE License Key | 1 | 157.50 | 157.50 |
| KS-EAGLE3 | Eagle 3 Dual Antenna Ka Band Radar System | 1 | 2,999.99 | 2,999.99 |
| BHP-PJ622 | Brother Pocket Jet 6 Mobile Printer | 1 | 349.99 | 349.99 |
| Misc | Brother USB Cable | 1 | 11.50 | 11.50 |
| GJ-14331 | Brother Printer 12v Power Adapter | 1 | 25.99 | 25.99 |
| Misc | Dell Ruggedized Laptop | 1 | 2,919.53 | 2,919.53 |
| Misc | Weathertech Floor Mats - Front Only, 2017 Dodge Charger | 1 | 149.99 | 149.99 |
| MM-MMSU1 | Magnetic Microphone Clip | 1 | 34.95 | 34.95 |
| LND-DE2045-1342 | Dell Laptop Auto Adapter, Direct Wire | 1 | 119.95 | 119.95 |
| FS-380400-W | 6" Unity LED Spot Lamp Replacement | 1 | 140.26 | 140.26 |
| HW-3320g | Honeywell 3320g, w/ USB and EasyDL Kit | 1 | 389.99 | 389.99 |
| | | | | 0.00 |
| TS-386825 | 760 - 870 MHz Phantom Antenna, Black | 1 | 49.99 | 49.99 |
| TS-32836 | 3/4" Brass Mount, 17 feet, Mini UHF Installed | 1 | 21.99 | 21.99 |
| | | | | 0.00 |
| Installation | Installation of above equipment. | 1 | 1,000.00 | 1,000.00 |
| Supplies | Install Supplies, Includes Circuit Breaker | 1 | 125.00 | 125.00 |

| | |
|--------------|--------------------|
| SUBTOTAL | 19,405.40 |
| SHIPPING | 450.00 |
| TOTAL | \$19,855.40 |

Local Preference Option

Ford quote with tax:

\$26,400

-1,050 (local vendor preference)

- 11 (3% of the amount above \$25,000)

\$25,339 (amount to be considered as a bid from Ford)



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: June 21, 2019
SUBJECT: Request to Purchase New Police Administrative Vehicle

The FY 2019-2020 Police Department budget allocated \$30,130.00 for the purchase of one (1) new administrative vehicle with equipment. I have attached a memo and supporting documentation from Police Chief, Wade Marvin to purchase a new police admin vehicle. The Police Department received two (2) bids and one (1) no bid:

| <u>Vendor</u> | <u>Vehicle</u> | <u>Total Price*</u> |
|----------------------------------|-----------------------------------|---------------------|
| Walterboro Ford (Walterboro, SC) | Ford Interceptor | \$32,906.23 |
| Santee Automotive (Manning, SC) | Dodge Charger | \$31,219.23 |
| Rizer Chevrolet | Chevrolet Caprice (not available) | No bid |

*Includes Equipment (\$6,506.23)

After applying the local preference option per Section 2-251 of the Code of Ordinances, the local bidder did not qualify for the opportunity to match the lowest bidder. City staff recommends purchasing one (1) Dodge Charger from Santee Automotive (Manning, SC) with equipment in the amount of **\$31,219.23**. The cost is \$1,089.23 over the budgeted amount, however that cost is absorbed through the cost of the two (2) police patrol vehicles priced \$1,257.20 under budget. 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: City Manager

FROM: Chief of Police

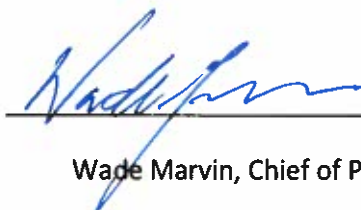
DATE: June 21, 2019

SUBJECT: Request to Purchase one Administrative Police Vehicle.

The following is a request authorization by the Police Department for the purchase of one (1) police vehicle. Two bids were received, with one bid being a local vendor. In applying the local preference option, the local vendor, Walterboro Ford, does not meet the requirement to match the lowest bid by Santee Automotive. Below is a breakdown of all bids received. Based on the bids provided, I am recommending that the bid from Santee Automotive for one Dodge Charger in the amount of \$31,219.23 be accepted.

| <u>Vendor</u> | <u>Vehicle</u> | <u>Total Price*</u> |
|-------------------|-----------------------------------|---------------------|
| Walterboro Ford | Ford Interceptor | \$32,906.23 |
| Santee Automotive | Dodge Charger | \$31,219.23 |
| Rizer Chevrolet | Chevrolet Caprice (not available) | No Bid Received |

*This price includes sales tax and the cost to equip the vehicle.



Wade Marvin, Chief of Police

Wade Marvin

From: Wade Marvin
Sent: Wednesday, June 12, 2019 3:10 PM
To: 'vfagnoli@yahoo.com'
Cc: Kevin Martin
Subject: Walterboro Police Department

Good afternoon,

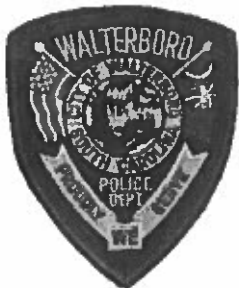
On behalf of the Walterboro Police Department, I would like to request a bid from Walterboro Ford on a white in color, law enforcement AWD police sedan. Please include these options in the quote requested, a driver side spot lamp, officer protection package, rear camera, reverse sensing, 2 extra key fobs, rear vinyl seating, and vinyl floors.

We would ask that you reply with your bid by June 19th 2019.

Thanks for your consideration,



Wade B. Marvin, Chief of Police
Walterboro Police Department
242 Hampton Street
Walterboro, S.C. 29488
Phone: 843-782-1032
Email: Wmarvin@walterborosc.org



Wade Marvin

From: Wade Marvin
Sent: Wednesday, June 12, 2019 3:15 PM
To: 'srizer@Rizerchevrolet.com'
Cc: Kevin Martin
Subject: FW: Walterboro Police Department

From: Wade Marvin
Sent: Wednesday, June 12, 2019 3:08 PM
To: srizer@rizerchevrolet.com
Cc: Kevin Martin <kmartin@walterborosc.org>
Subject: Walterboro Police Department

Good afternoon,

On behalf of the Walterboro Police Department, I would like to request a bid from Rizer Chevrolet on a white in color, law enforcement police sedan. Please include these options in the quote requested, a driver side spot lamp, officer protection package, rear camera, reverse sensing, 2 extra key fobs, rear vinyl seating, and vinyl floors.

We would ask that you reply with your bid by June 19th 2019.

Thanks for your consideration,



Wade B. Marvin, Chief of Police
Walterboro Police Department
242 Hampton Street
Walterboro, S.C. 29488
Phone: 843-782-1032
Email: Wmarvin@walterborosc.org



ADIVIV
QUOTE

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 803-386-9651
 Fax: 803-678-4297
 www.santeeautomotive.com

Walterboro Police Department
 Lieutenant Jesse Moon

803-608-8166
 jmoon@walterborosc.org

Estimate Number: 17292

Estimate Date: June 5, 2019

Expires On: October 31, 2019

Grand Total (USD): \$24,788.00

| Items | Quantity | Price | Amount |
|---|----------|-------------|--------------------|
| Dodge Charger Police RWD State Contract: 4400019826 Dodge Charger Police RWD 3.6L Penstar V6 Five Speed Auto Stick Transmission Bluetooth Rear Camera Power Windows, Mirrors, and Door Locks Full Size Spare Tire Cloth Front Bucket Seats Vinyl Rear Seat Vinyl Flooring Driver's Side Spotlight Exterior Vehicle Colors: Granite Pearl Atomic Silver Pitch Black | 1 | \$22,539.00 | \$22,539.00 |
| Dodge Charger HEMI Engine Upgrade Dodge Charger Engine to 5.7L V8 HEMI | 1 | \$1,213.00 | \$1,213.00 |
| Dodge Charger Center Console Upgrade Upgrade Dodge Charger Center Console from Police Interior Package to Street Appearance Package. | 1 | \$418.00 | \$418.00 |
| Dodge Charger Cloth and Carpet Upgrade Dodge Charger Interior to Cloth and Carpet | 1 | \$230.00 | \$230.00 |
| Dodge Charger Spotlight Deduct Driver's Side Spotlight from Dodge Charger | 1 | (\$187.00) | (\$187.00) |
| Vehicle Delivery Delivery to Walterboro, SC. (Vehicle may be picked up at dealership for no fee.) | 1 | \$75.00 | \$75.00 |



Admin
QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 803-386-9651
Fax: 803-678-4297
www.santeeautomotive.com

| Items | Quantity | Price | Amount |
|---|----------|---------------------------|-------------------------|
| Vehicle Sales Tax | 1 | \$500.00 | \$500.00 |
| South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee | | | |
| | | Total: | \$24,788.00 |
| | | Grand Total (USD): | \$24,788.00 |
| | | | <i>- 75.00</i> |
| | | | <u><i>24,713.00</i></u> |



NEW VEHICLES AT DEALER INVOICE LESS REBATES
www.walterboroford.com

May 1, 2019

Please accept our bid for the following vehicle.

- 2019 AWD INTERCEPTOR
- 3.7 V6
- 6 SPD AUTOMATIC
- OXFORD WHITE
- CLOTH/ VINYL SEATING
- RR DOOR HANDLE INOPERABLE
- SPOT LAMP DRIVER ONLY
- SYNC 3
- BUMPER TO FRAME BRACKET KIT
- KEY FOB
- 18" FULL FACE WHEEL COVER
- REAR WINDOW POWER DELETE
- REVERSE SENSING

*Officer Protection Package
Hybrid ?
Rear sensors ?
Rear Camera ?
Key Fob How many ?*

*25,900^{cc}
500^{cc} TR^x

26,400^{cc}*



NEW VEHICLES AT DEALER INVOICE LESS REBATES
www.walterboroford.com

Please Accept our bid for The Following:

- 2019 Police Interceptor
- 3.7 V6
- Automatic
- RR Door HANDLE Inoperable
- Spot Lamp Driver Only
- Sync 3
- Bumper to Frame Bracket Kit
- 2 Key FOBs
- 18" Full Face wheel cover
- Reverse Sensing
- Rear Window Power Delete

25,900⁰⁴
500 TAX

26400

LAW ENFORCEMENT VEHICLE INDEX

| | Initial Contract Term | Contract Rollover Dates | Order Cut Off Date | Base Price |
|--|-----------------------|-------------------------|-----------------------|-------------|
| LE-3: Police Sedan - Hybrid Drivetrain | | | | |
| WILL BE RE-SOLICITED WITH REVISED SPECIFICATIONS | | | | |
| LE-4: Police Sedan, Intermediate, Rear Wheel Driv, Pursuit Package Dodge Charger Pursuit - LDDE48 | 11/27/18 - 10/31/19 | | 8/6/19 | \$22,539.00 |
| LE-6: Pursuit rated 1/2 ton Pickup, 4x4, Crew Cab Ford 150 Police Responder - W1P | 11/1/18 - 10/31/19 | | | \$33,711.00 |
| LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive Dodge Durango PPV - WDEE75 | 11/1/18 - 10/31/19 | | 4/10/19 | \$28,267.00 |
| LE-8: Law Enforcement Utility - 4x2 SUV, Full Size, Four-Door, Flex Fuel Chevrolet Tahoe PPV - CC15706 | 11/1/17 - 10/31/18 | 11/1/18 - 10/31/19 | 3/20/19 | \$32,734.00 |

Tricounty Upfitters
 4584 Toney Bay Road
 Holly Hill, SC 29059 US
 8437719418
 tfloyd@tricountyupfitters.com
 www.tricountyupfitters.com

Estimate

| ADDRESS |
|--|
| Walterboro Police Department Attn: Lt. Jesse Moon 242 Hampton Street Walterboro, SC 29488 |

| SHIP TO |
|--|
| Walterboro Police Department Attn: Lt. Jesse Moon 242 Hampton Street Walterboro, SC 29488 |

| ESTIMATE # | DATE |
|------------|------------|
| 19-0067 | 06/19/2019 |

SALES REP
 BTF

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|----------------------|---|-----|----------|-----------|
| | South Carolina State Contract #4400012373 | | | 0.00 |
| FS-SIFZS-1463403911 | SpectraLux Low Profile ILS - 2011+ Dodge Charger, Blue w/ White Flood | 1 | 699.99 | 699.99T |
| FS-SIFMRS-CHGR17-PF2 | SpectraLux Rear ILS Deck, OBD Integrated - Blue/Amber/White w/ Brake Function | 1 | 1,099.99 | 1,099.99T |
| FS-PF200H | Pathfinder Siren - Handheld | 1 | 699.99 | 699.99T |
| FS-ES100C | Dynamax Speaker - 100watt | 1 | 139.00 | 139.00T |
| FS-ESB-CHGR15 | 2015 Dodge Charger, ES100 combo speaker and grille light bracket | 1 | 0.00 | 0.00T |
| FS-OBDCABLE25-DGCAN | 6ft OBDII Interface Cable - 2018 Dodge Charger and Durango Pursuit | 1 | 109.45 | 109.45T |
| FS-RBKIT2 | Pair of Rumbler Woofers | 1 | 299.99 | 299.99T |
| FS-RB-CHGR15 | 2015+ Dodge Charger Rumbler Brackets, Pair | 1 | 35.99 | 35.99T |
| FS-MPS620U-BW | MicroPulse 6 Ultra, Dual Color - Surface Mount (Blue/White) | 2 | 89.99 | 179.98T |
| FS-FHL-TAIL | Flasher, Taillight, Universal - 18" Leads | 1 | 41.25 | 41.25T |
| | | | | 0.00 |
| STL-75458 | Streamlight Stinger DS LED HL w/ 12v Piggyback Charger | 1 | 169.99 | 169.99T |
| STL-75903 | Streamlight Stinger Traffic Wand, Red | 1 | 6.49 | 6.49T |
| | | | | 0.00 |
| Misc | Weathertech Floor Mats - Front Only, 2017 Dodge Charger | 1 | 149.99 | 149.99T |
| Misc | Weathertech Floor Mats - Rear Only, 2017 Dodge Charger | 1 | 149.99 | 149.99T |
| MM-MMSU1 | Magnetic Microphone Clip | 1 | 34.95 | 34.95T |

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|--------------|---|-----|----------|----------|
| Misc | Motorola XTL/APX O3 Control Head | 1 | 899.99 | 899.99T |
| Misc | O3 Control Head Extension Cable | 1 | 99.99 | 99.99T |
| TS-386825 | 760 - 870 MHz Phantom Antenna, Black | 1 | 49.99 | 49.99T |
| TS-32836 | 3/4" Brass Mount, 17 feet, Mini UHF Installed | 1 | 21.99 | 21.99T |
| | | | | 0.00 |
| Installation | Installation of above equipment. | 1 | 1,000.00 | 1,000.00 |
| Supplies | Install Supplies, Includes Circuit Breaker | 1 | 125.00 | 125.00 |

| | |
|--------------|-------------------|
| SUBTOTAL | 6,014.00 |
| TAX (7%) | 342.23 |
| SHIPPING | 150.00 |
| TOTAL | \$6,506.23 |

Accepted By

Accepted Date

Local Preference Option

Ford quote with tax:

\$26,400

-1,050 (local vendor preference)

- 11 (3% of the amount above \$25,000)

\$25,339 (amount to be considered as a bid from Ford)



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: June 21, 2019
SUBJECT: Request to Purchase Pickup Truck for Water Department

The FY 2019-2020 Water Department budget allocated \$27,000 for a new pickup truck. 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: 6/21/2019

The City of Waltherboro Utilities Department recently requested bids for a pickup truck. This truck will be used in the water department. Each of the local dealerships (Rizer Chevrolet and Waltherboro Ford) was contacted. A third dealership (Family Ford) also submitted a bid. This vehicle is currently approved in the 2019-2020 budget year.

The bids were as follows:

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

It is this department's recommendation to accept the low bid from Waltherboro 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
27,526.70
+ 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

Tool 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: June 21, 2019
SUBJECT: Request to Purchase Service Body Crane Truck for Sewer Department

The FY 2019-2020 Sewer Department budget has \$98,000 budgeted for a new crane truck. The Sewer Department would like to replace a 2004 Chevrolet crane truck. Bids were received from three (3) dealers. I have attached all supporting documentation from Wayne Crosby, Utilities Director.

| <u>Dealer</u> | <u>Total Price</u> |
|----------------------------------|--------------------|
| Walterboro Ford (Walterboro, SC) | \$100,375.00 |
| Family Ford (St. George, SC) | \$100,493.00 |
| Triple T Truck (Summerville, SC) | \$121,469.00 |

Staff recommends purchasing the crane truck from Walterboro Ford (Walterboro, SC) in the amount of **\$100,375.00**. The City received a \$49,900.00 grant from USDA to purchase the crane truck. The net cost to the City will be \$50,475. The cost is \$2,375 more than the budgeted amount. The \$2,375 will be absorbed by the Sewer Department budget. 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: 6/21/2019

The City of Walterboro Utilities Department recently requested bids for a Service Body Crane Truck. This truck will be used in the wastewater department and will replace a 2004 Chevrolet. The chassis will be provided by the approved dealership but the service body and crane will be provided by Lee Transport who has the South Carolina State Contract for this equipment. Each of the local dealerships (Rizer Chevrolet and Walterboro Ford) was contacted. Family Ford and Triple T Truck Center also submitted bids. This vehicle is currently approved in the 2019-2020 budget year and the City of Walterboro has also been awarded a grant in the amount of \$49,900.00 from USDA to be used for this purchase.

The bids were as follows:

| | |
|-------------------|--------------|
| Walterboro Ford – | \$100,375.00 |
| Family Ford- | \$100,493.00 |
| Triple T Truck- | \$121,469.00 |

It is this department's recommendation to accept the low bid from Walterboro Ford in the amount of \$100,375.00.



NEW VEHICLES AT DEALER INVOICE LESS REBATES

www.walterboroford.com

Please Accept our bid for the following

2020 F450 CHASSIS/CAB
4x2

6.8 V10 GAS ENGINE

Automatic

AIR CONDITION

PWR WINDOW/LOCKS

TRANS PTO PROVISION

VINYL FLOOR COVERING

VINYL 4/30/46 SEAT

| |
|---------------------|
| 32920 ⁰⁰ |
| 500 TAX |
| <hr/> |
| 33420 ⁰⁰ |

* FOR Diesel Engine

| |
|-------------------------|
| 40,590 ⁰⁰ |
| 500 TAX |
| <hr/> |
| \$ 41,090 ⁰⁰ |

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote # **GS-06142019-F-23G**
 Date: 6/14/2019
 Phone # 843-908-0282
 Fax#

City of Walterboro

Personal Contact: **Bryant Moore**

PRICING:

(South Carolina State Contract for Service Bodies Number #4400019821)

| | |
|---|--------------|
| Furnish and install Knapheide Model 6108DLR38J 9' Crane body to include. | \$ 17,750.00 |
| Standard shelving package with high right front for oxygen/acetylene tanks. | INC |
| 20' Work bench bumper with hydraulic outriggers and Knapheide vise mount. | \$ 5,995.00 |
| Manufacture installed tread plate overlay in cargo area and compartment tops. | \$ 1,235.00 |
| Stainless steel 3-way locking door latches and master locking system. | \$ 955.00 |
| American Eagle 7-Drawer tool box installed in driver side front compartment. | \$ 1,785.00 |
| Furnish and install Stellar 5,000# crane #5521 CDT full hydraulic crane with boom support. | \$ 22,950.00 |
| Kevlar spray in liner installed in cargo area, compartment tops and on rear bumper. | \$ 850.00 |
| 4-corner strobe light system (Star DLX 6AW) in front grill and on rear of body. | \$ 685.00 |
| 6-In floor tie downs. | \$ 320.00 |
| Add suspension springs under crane side of chassis to level truck. | \$ 955.00 |
| Class 5 receiver hitch with 7-way plug and back up alarm. | \$ 590.00 |
| 1-cable step mounted on curb side under rear bumper with grab handle on rear of body. | \$ 220.00 |
| VMAC 30, 30 CFM Honda powered air compressor installed streetside front compartment with 50' hose reel installed behind compressor. | \$ 4,995.00 |

Note: Chassis must be ordered with factory PTO provision.
 Crane, body and all accessories completely installed, painted and ready to go.

Price good for 30 days. Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: **F450** C/A **60"** Paint: **White**

Other Data:

| | |
|-------------------|--------------|
| Price: | \$ 59,285.00 |
| Special Discount: | \$ - |
| Net Price: | \$ 59,285.00 |
| Local Option Tax: | \$ - |
| State Sales Tax: | |
| Total Price: | \$ 59,285.00 |

Tax Exempt No: _____ Terms: _____ Delivery Date: _____

Accepted By: _____ Date: _____ By: **Greg L Stowers**

Lee Transport Equipment, Inc.

VIRTCDP

CNGP530

VEHICLE ORDER CONFIRMATION

06/21/19

==>

Dealer

2019 F-SERIES SD

Page

Order No: 2000 Priority: H3 Ord FIN: QD130 Order Type: 5B Price Le

Ord PEP: 650A Cust/Flt Name: CITY OF WALTE PO Number:

RETAIL

RETAIL

F4G F450 4X2 CHAS/C \$38040

LESS TPMS

145" WHEELBASE

16500# GVWR PKG

Z1 OXFORD WHITE

425 50 STATE EMISS

NC

A VNYL 40/20/40

JOB #1 BUILD

S MEDIUM EARTH GR

512 SPARE TIRE/WHL2

350

650A PREF EQUIP PKG

61J JACK

NC

.XL TRIM

62R TRANS PTO PROV

280

572 .AIR CONDITIONER

NC

63B CLN IDLE DECAL

NC

.AM/FM STER/CLK

99T 6.7L V8 DIESEL

9010

TOTAL BASE AND OPTIONS 50190

44W 6-SPEED AUTO

NC

TOTAL 50190

TGJ 225 BSW AP 19.5

THIS IS NOT AN INVOICE

X41 4.10 REG AXLE

NC

* MORE ORDER INFO NEXT PAGE *

90L PWR EQUIP GROUP

915

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Men

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

Q

V1DP0069

50190

- 9482

DISCOUNT

40708

+ ~~54290~~

CRANE BODY

59,285

~~94998~~

99,993

IMF TAX

+ 500

~~95498~~

100,493

FORD HAS CUT OFF ALL FLEET ORDERS FOR CHASSIS CABS FOR THE 2019 MODEL YEAR. THIS WOULD BE DIFFICULT TO LOCATE AND PRICE WOULD BE A BIT HIGHER.

THANK YOU
6/21/2019

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote # **GS-06142019-F-2-JG**
 Date: 6/14/2019
 Phone # 843-908-0282
 Fax#

City of Walterboro

Personal Contact:

PRICING:

(South Carolina State Contract for Service Bodies Number #4400019821)

| | |
|---|--------------|
| Furnish and install Knapheide Model 6108DLR38J 9' Crane body to include. | \$ 17,750.00 |
| Standard shelving package with high right front for oxygen/acetylene tanks. | INC |
| 20' Work bench bumper with hydraulic outriggers and Knapheide vise mount. | \$ 5,995.00 |
| Manufacture installed tread plate overlay in cargo area and compartment tops. | \$ 1,235.00 |
| Stainless steel 3-way locking door latches and master locking system. | \$ 955.00 |
| American Eagle 7-Drawer tool box installed in driver side front compartment. | \$ 1,785.00 |
| Furnish and install Stellar 5,000# crane #5521 CDT full hydraulic crane with boom support. | \$ 22,950.00 |
| Kevlar spray in liner installed in cargo area, compartment tops and on rear bumper. | \$ 850.00 |
| 4-corner strobe light system (Star DLX 6AW) in front grill and on rear of body. | \$ 685.00 |
| 6-In floor tie downs. | \$ 320.00 |
| Add suspension springs under crane side of chassis to level truck. | \$ 955.00 |
| Class 5 receiver hitch with 7-way plug and back up alarm. | \$ 590.00 |
| 1-cable step mounted on curb side under rear bumper with grab handle on rear of body. | \$ 220.00 |
| VMAC 30, 30 CFM Honda powered air compressor installed streetside front compartment with 50' hose reel installed behind compressor. | \$ 4,995.00 |

Note: Chassis must be ordered with factory PTO provision.
 Crane, body and all accessories completely installed, painted and ready to go.

Price good for 30 days. Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

| | |
|-------------------|--------------|
| Price: | \$ 59,285.00 |
| Special Discount: | \$ - |
| Net Price: | \$ 59,285.00 |
| Local Option Tax: | \$ - |
| State Sales Tax: | |
| Total Price: | \$ 59,285.00 |

Chassis: C/A Paint:

Other Data: _____

Tax Exempt No: _____ Terms: _____ Delivery Date: _____
 Accepted By: _____ Date: _____

Lee Transport Equipment, Inc.
 By:

Prepared for:
 Bryant Moore
 City of Walterboro Utilities
 242 Hampton Street
 Walterboro, SC 29488
 Phone: 843-549-1113

Prepared by:
 Speed Massenburg
 Triple T Freightliner, Sterling,
 Western Star, Inc.
 155 FARMINGTON ROAD
 SUMMERVILLE, SC 29483
 Phone:

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

| | |
|---|--|
| SET BACK AXLE - TRUCK | DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE |
| CUM B6.7 220 HP @ 2400 RPM, 2600 GOV, 600 LB/FT @ 1600 RPM | 8,000# TAPERLEAF FRONT SUSPENSION |
| ALLISON 2200 RDS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| DETROIT DA-RS-17.5-2 17,500# L-SERIES SINGLE REAR AXLE | 3525MM (139 INCH) WHEELBASE |
| 21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER | 9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI |
| | 1600MM (63 INCH) REAR FRAME OVERHANG |

| | | PER UNIT | | TOTAL |
|----------------------------------|----------------------|-------------------|-----------|----------------|
| VEHICLE PRICE | TOTAL # OF UNITS (1) | \$ 69,004 | \$ | 69,004 |
| EXTENDED WARRANTY | | \$ 2,787 | \$ | 2,787 |
| DEALER INSTALLED OPTIONS | | \$ 49,260 | \$ | 49,260 |
| CUSTOMER PRICE BEFORE TAX | | \$ 121,051 | \$ | 121,051 |

TAXES AND FEES

| | | | | |
|--------------------------|----|------|----|------|
| FEDERAL EXCISE TAX (FET) | \$ | (82) | \$ | (82) |
| TAXES AND FEES | \$ | 500 | \$ | 500 |
| OTHER CHARGES | \$ | 0 | \$ | 0 |

TRADE-IN

| | | | | |
|--------------------|----|-----|----|-----|
| TRADE-IN ALLOWANCE | \$ | (0) | \$ | (0) |
|--------------------|----|-----|----|-----|

| | | | | |
|-------------|------------------|------------|----|---------|
| BALANCE DUE | (LOCAL CURRENCY) | \$ 121,469 | \$ | 121,469 |
|-------------|------------------|------------|----|---------|

COMMENTS: Projected delivery on ___/___/___ provided the order is received before ___/___/___.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer: _____

X _____ Date: ___/___/___.



Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.





MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: June 21, 2019
SUBJECT: Request to Purchase New Residential Sanitation Vehicle

The FY 2019-2020 budget allocated \$260,000 for the purchase of a new residential sanitation vehicle. The City solicited bids from three (3) dealers. The bids were as follows:

| <u>Vendor</u> | <u>Truck</u> | <u>Price</u> |
|---|--------------------------|--------------|
| I State Truck Center (Sioux City, IA) | 2020 Freightliner M2-106 | \$246,191.00 |
| Amick Equipment (Lexington, SC) | 2020 Freightliner M2-106 | \$244,943.50 |
| Triple T Freightliner (Summerville, SC) | 2020 Freightliner M2-106 | \$236,143.50 |

Staff recommends purchasing a 2020 Freightliner M2-106 sanitation truck from Triple T Freightliner in the amount of **\$236,143.50**. 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: Michael Crosby, Public Works Director
Cc: Mayor and City Council
Re: Request for Bid
Date: 06/21/2019

The City of Walterboro Sanitation Department recently requested bids for a residential garbage truck. This vehicle is intended for use in the Sanitation Department for collection of residential garbage. Bids were received from Triple T Freightliner, I State Truck Center, and Amick Equipment.

The bids were as follows:

| | |
|--|--------------|
| I State Truck Center- 2020 Freightliner M2-106 with 29yd Sidewinder body | \$246,191.00 |
| Amick Equipment - 2020 Freightliner M2-106 with 29yd Sidewinder body | \$244,943.50 |
| Triple T Freightliner - 2020 Freightliner M2-106 with 29yd Sidewinder body | \$236,143.50 |

It is our recommendation to accept the bid from Triple T Freightliner in the amount of \$236,143.50

Prepared for:
 MICHAEL CROSBY
 WALTERBORO CITY OF
 242 Hampton Street
 Walterboro, SC 29488
 Phone 843-549-1113



Prepared by:
 David Foster
 TRIPLE T FREIGHTLINER,
 STERLING, WESTERN STAR, INC
 155 FARMINGTON ROAD
 SUMMERVILLE, SC 29483
 Phone: 910-763-6281

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

| | |
|--|---|
| SET BACK AXLE - TRUCK CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION RT-46-180P 46,000# R-SERIES TANDEM REAR AXLE HENDRICKSON RT483 @46,000# REAR SUSPENSION DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPW3.74 DROP SINGLE FRONT AXLE | 20,000# TAPERLEAF FRONT SUSPENSION 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 6775MM (267 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI 2425MM (95 INCH) REAR FRAME OVERHANG 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT |
|--|---|

| | | PER UNIT | TOTAL |
|----------------------------------|----------------------|----------------|-------------------|
| VEHICLE PRICE | TOTAL # OF UNITS (1) | \$ 95,045 | \$ 95,045 |
| EXTENDED WARRANTY | \$ | 2,290 | \$ 2,290 |
| DEALER INSTALLED OPTIONS | \$ | 138,616 | \$ 138,616 |
| CUSTOMER PRICE BEFORE TAX | \$ | 235,951 | \$ 235,951 |

TAXES AND FEES

| | | | |
|--------------------------|----|----------|-------------|
| FEDERAL EXCISE TAX (FET) | \$ | (307.50) | \$ (307.50) |
| TAXES AND FEES | \$ | 500 | \$ 500 |
| OTHER CHARGES | \$ | 0 | \$ 0 |

TRADE-IN

| | | | |
|--------------------|----|-----|--------|
| TRADE-IN ALLOWANCE | \$ | (0) | \$ (0) |
|--------------------|----|-----|--------|

| | | | |
|-------------|------------------|---------------|---------------|
| BALANCE DUE | (LOCAL CURRENCY) | \$ 236,143.50 | \$ 236,143.50 |
|-------------|------------------|---------------|---------------|

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Michael Crosby

From: Greg Heisterkamp <greg.heisterkamp@istatetruck.com>
Sent: Thursday, May 30, 2019 11:24 AM
To: Michael Crosby
Subject: City of Walterboro 29yd NewWay Automated Dual Steer M2 LN4373
Attachments: 2020 M2106 L9 350 Tandem Automated Stock 10 4 18.docx; City of Walterboro and Amick 2020 M2 & 29yd Automated body 5 29 19.pdf

Michael,

Attached are the specifications for Quote ID: 2020 M2106 L9 350 Tandem Automated Stock (LN4373) and 29yd Automated from NewWay. LN4373 availability is to be completed with Monroe Dual Steering Conversion approximately mid -June 2019. Availability of body install is approximately November – December 2019. Pricing includes 2yr/unlimited mileage base vehicle warranty, 2yr/250,000 mile base Cummins L9 engine warranty, 3yr/unlimited mileage base Allison transmission warranty, and 1yr/towing.

Pricing is FOB Scranton, IA and not including FET:

| | |
|---------------------|------------------------|
| Chassis | \$115,231.00 |
| Automated body 29yd | \$130,960.00 (Amick's) |
| Total | \$246,191.00 |

I have on order a 31yd Automated WO#18214A but it doesn't have a scheduled completion date at NewWay yet. Color of body would not be allowed to change from White to remain a Work Ready Truck and possibly faster production schedule. I would be willing to cancel body order WO#18214A to have the 29 cu. Ft. Automated body if desired by City of Walterboro. This normally means a greater delay in the production schedule. Chassis White/Body White on 31yd Work Ready Truck. If we use Amick's body 29yd Automated as priced, the Chassis will be white and color of your choice on body because it will be a new replacement order.

If you have any questions, please contact me.

Greg Heisterkamp
IState Truck Center
4801 Harbor Drive
Sioux City, IA 51111
Cell 712-251-0563
Ph 800-831-0967
greg.heisterkamp@istatetruck.com

1 2020 Freightliner M2-106 64,000# GVWR Included Included
 Cummins L9 350HP / Allison 3000RDS
 White
 Includes Fontaine RH Drive

Subtotal: \$ 244,443.50
 Sales Tax: \$ 500.00
 Purchase Price: \$ 244,943.50

Chassis ETA to Body Mfg.: TBD Days after receipt of ORDER
 Body ETA: 120 Days after receipt of TRUCK
 Estimated Delivery: 135 Days after receipt of ORDER

Quoted By: Ryan Amick
 Sales Representative

Quote Date: 6/3/2019
 Quote Expires: 30 Days after quote date.

TAXES: Unless itemized above, prices do not include local, state or federal taxes. AECI cannot collect NC "Highway Use Tax". NC Customers pay "Highway Use Tax" directly to NCDMV when titling vehicle. PAYMENT TERMS: Payment due within 15 DAYS after acceptance of equipment. QUOTE EXPIRATION: Pricing is typically honored for 30 days from date quoted, but pricing is subject to change under extenuating circumstances including, but not limited to, volatile markets, factory price increases, etc. Amick makes every effort to give ample notice when we are able. DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc. WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. Amick Equipment makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR. CHASSIS DEALERS - PLEASE NOTE: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible. CHASSIS DEALER TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 6% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing by Amick representative prior to order.

ADDITIONAL OPTIONS AVAILABLE - Not Included in base price above.

| <u>Description</u> | <u>Unit Price</u> |
|---|-------------------|
| Delete: PLAN D - Extended Cylinder Warranty (Substitute 1yr standard cylinder warranty) | \$ (2,680.00) |



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: June 24, 2019
SUBJECT: Emergency Sewer Line Repair – Madison Street

I have attached a memo from Public Works Director, Michael Crosby. A section of 8" sewer main on Madison Street had deteriorated to the point of requiring immediate replacement to avoid failure of sewer service for approximately fifteen (15) homes. The section being replaced is approximately 250 linear feet of 40+ year-old terra-cotta pipe. The pipe had collapsed in several areas limiting service to many homes in the neighborhood. Due to the pipe's depth and soil conditions, repairs had to be made in a timely manner. Jordan Construction (Okatie, SC) performed the repairs in the amount of **\$30,412.00**. The FY 2018-2019 Sewer Support budget has \$66,000 allocated for system repairs.

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

**City of Walterboro -
Public Works Dept.,
P.O. Box 709
Walterboro, S. C.
29488**

Memo

To: Council

From: Director of Public Works, Michael Crosby

CC: City Manager, Jeff Molinari

Date: 6/24/2019

Re: Sewer Line Emergency Repair

A section of 8" sewer main on Madison Street had deteriorated to the point of needing immediate replacement to avoid failure of sewer service for approximately fifteen homes. The section being replaced is approximately 250' of forty-plus year-old Terra-Cotta clay pipe. The pipe had collapsed in several areas limiting service to many homes in the neighborhood. With consideration of the pipe's depth and soil conditions, a contractor was needed to make repairs in a safe, timely manner. Jordan Construction Co. agreed to the emergency repairs with a cost estimate of \$30,412.00.