

WALTERBORO CITY COUNCIL REGULAR MEETING NOVEMBER 5, 2024 CITY HALL 6:15 P.M.

AGENDA

I. Call to Order:

- 1. Invocation
- 2. Pledge of Allegiance

II. Public Input on Agenda Items:

III. Public Hearings:

- 1. Ordinance # 2024-10, 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 DESIGNATED AS TMS # 164-05-00-283 FROM SINGLE FAMILY RESIDENTIAL (SFR) TO MEDIUM DENSITY RESIDENTIAL (MDR) (Second and Final Reading).
- 2. Ordinance # 2024-11, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 147-15-00-010 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).
- 3. Ordinance # 2024-12, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 178-00-00-071 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).
- 4. Ordinance # 2024-13, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 178-00-00-072 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).

5. Ordinance # 2024-14, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 's 147-00-00-028, 163-03-00-017, 163-03-00-018, and 163-03-00-020 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).

IV. Approval of Minutes:

1. Regular Meeting – October 1, 2024

V. Old Business:

- 1. Ordinance # 2024-10, 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 DESIGNATED AS TMS # 164-05-00-283 FROM SINGLE FAMILY RESIDENTIAL (SFR) TO MEDIUM DENSITY RESIDENTIAL (MDR) (Second and Final Reading).
- 2. Ordinance # 2024-11, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 147-15-00-010 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).
- 3. Ordinance # 2024-12, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 178-00-00-071 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).
- 4. Ordinance # 2024-13, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 178-00-00-072 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).
- 5. Ordinance # 2024-14, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMEDNDED, TO ANNEX AN AREA KNOWN AS TMS # 's 147-00-00-028, 163-03-00-017, 163-03-00-018, and 163-03-00-020 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).

VI. New Business:

- 1. <u>Ordinance # 2024-15</u>, AN ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA AUTHORIZING EXPENDITURE OF CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (Introduction and First Reading).
- 2. <u>Resolution # 2024-R-08,</u> A RESOLUTION TO APPROVE FINANCING TERMS WITH SOUTH STATE BANK, N.A. TO FINANCE THE PURCHASE OF A 2024 FREIGHTLINER RESIDENTIAL GARBAGE TRUCK.

- 3. A Proclamation to declare November 21, 2024, as World Pancreatic Cancer Day (Proclamation Attached).
- 4. Consideration of a request to close streets for the Annual Christmas Parade to be held Sunday, December 8, 2024, at 6:00 PM (Letter Attached).
- 5. Election of Councilmember James Broderick as Voting Delegate at the 2024 National League of Cities City Summit.

VII. City Manager's Report:

- 1. Consideration of a request to purchase a new pickup truck for the Utilities Department (Memo Attached).
- 2. Consideration of a request to approve the Bells Highway Water Main Emergency Repair (Memo Attached).
- 3. Consideration of funding recommendations from the Accommodations Tax Advisory Committee (Memo Attached).
- 4. Consideration of bids for I-95 Business Loop Landscaping (Memo Attached).

VIII. Executive Session:

- 1. Provision of incentives to encourage downtown redevelopment.
- 2. Personnel Matter: Appointment to Planning Commission.

IX. Open Session:

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

X. Adjournment

ORDINANCE # 2024-10

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 DESIGNATED AS TMS # 164-05-00-283 FROM SINGLE FAMILY RESIDENTIAL (SFR) TO MEDIUM DENSITY RESIDENTIAL (MDR).

WHEREAS, the Planning Commission of the City of Walterboro conducted a public hearing on August 20, 2024, to consider a change in zoning classification from Single Family Residential (SFR) to Medium Density Residential (MDR) for the above mentioned property; and

WHEREAS, pursuant to said meeting, the Planning Commission has recommended that the zoning classification of the property aforesaid be changed to Medium Density Residential (MDR).

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Walterboro, South Carolina, that the Zoning Map of the City of Walterboro, South Carolina is hereby amended by changing the Zoning District classification of the property located on Savage Street, designated as tax map number 164-05-00-283, from Single Family Residential (SFR) to Medium Density Residential (MDR) as shown on the attached map.

DONE , this	day of November, 2024.	
	William T. Young, Jr. Mayor	
ATTEST:		
Adrienne Nettles		
City Clerk		
First Reading:		
Public Hearing:		
Second Reading:		

164-05-00-283



ORDINANCE # 2024-11

AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOW AS TMS # 147-15-00-010 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION

WHEREAS, a proper petition has been filed with the City of Walterboro Council by 100% of the freeholders owning 100% of the assessed value of the contiguous property hereinafter described petitioning for annexation of the property to the City of Walterboro under the provisions of SC Code Section 5-3-150(3); and

WHEREAS, it appears to Council that annexation would be in the best interest of the property owners and the City of Walterboro; and

The territory to be annexed is described as follows:

All that certain lot of land, with all improvements thereon, about one-half (1/2) mile north of Walterboro, in the County of Colleton, State of South Carolina, measuring one hundred eighty-two and five-tenths (182.5) feet on its northern and southern boundaries and seventy-five (75) feet on its eastern and western boundaries, and bounded, now or formerly, as follows: on the North by a paved street; on the East by lands of Lucas Realty Corporation; and on the West by U.S. Highway No. 15; and being the lot delineated on a plat by S. S. Snook, Registered Land Surveyor, dated January 24, 1963, on which it is designated as Lot No. 10, being the lot number assigned to it on an unrecorded plat of Lucas Realty Corporation Subdivision.

This being the same property conveyed to Colleton County Farm Bureau by deed of Lucas Realty Corporation dated February 5, 1963 and recorded on February 6, 1963 with the Colleton County Clerk of Courts Office in Deed Book 132, at Page 97.

The property is designated as TMS number 147-15-00-010, 1206 North Jefferies Blvd., Walterboro, SC 29488.

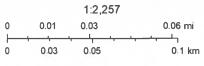
A map showing the property is attached hereto and made a part hereof by reference.

It is requested that the property be zoned Highway Commercial District (HCD) upon review and recommendation by the Municipal Planning Commission.

	William T. Young, Jr. Mayor
ATTEST:	
Adrienne Nettles City Clerk	

147-15-00-010







Date: September 16, 2024

PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows: (Colleton County, SC Register of Deeds BK:RB: 3268, PG 62)

All that certain lot of land, with all improvements thereon, about one-half (1/2) mile north of Walterboro, in the County of Colleton, State of South Carolina, measuring one hundred eighty-two and five-tenths (182.5) feet on its northern and southern boundaries and seventy-five (75) feet on its eastern and western boundaries, and bounded, now or formerly, as follows: on the North by a paved street; on the East by lands of Lucas Realty Corporation; on the South by lands of Lucas Realty Corporation; and on the West by U.S. Highway No. 15; and being the lot delineated on a plat by S. S. Snook, Registered Land Surveyor, dated January 24, 1963, on which it is designated as Lot No. 10, being the lot number assigned to it on an unrecorded plat of Lucas Realty Corporation Subdivision.

This being the same property conveyed to Colleton County Farm Bureau by deed of Lucas Realty Corporation dated February 5, 1963 and recorded on February 6, 1963 with the Colleton County Clerk of Courts Office in Deed Book 132, at Page 97.

Property Address: 1206 N. Jefferies Blvd., Walterboro, SC 29488

The property is designated as TMS# 147-15-00-010.

A map showing the property is attached hereto and made a part hereof by reference.

It is requested that the property be zoned Highway Commercial District (HCD) upon review and recommendation by the Municipal Planning Commission.

Signature Signature	2801d Leuke Rul, Bhoff Street Address, City	in SC 29	P/16/262
FOR MUNICIPAL USE:			
Petition received by	Jaw	Date	9/17/24
Description and Ownership von Recommendation:	/\	Date	9/17/24
Ву:	av	, Date	9/17/24

Zoning Designation - Highway Commercial District (HCD) Approved on 10/22/24

Glenn Nixon, Chair

City of Walterboro Municipal Planning Commission

ORDINANCE # 2024-12

AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOW AS TMS # 178-00-00-071 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION

WHEREAS, a proper petition has been filed with the City of Walterboro Council by 100% of the freeholders owning 100% of the assessed value of the contiguous property hereinafter described petitioning for annexation of the property to the City of Walterboro under the provisions of SC Code Section 5-3-150(3); and

WHEREAS, it appears to Council that annexation would be in the best interest of the property owners and the City of Walterboro; and

The territory to be annexed is described as follows:

ALL that certain piece, parcel or tract of land, containing Three and Ninety Hundredths (3.90) acres, more or less, situate, lying and being approximately three (3) miles Southwest of Walterboro, Colleton County, South Carolina, and being bounded now or formerly as follows: On the North by lands of Janak R. Patel and Nayana J. Patel; On the Southeast and East by lands of SAI Hospitality LLC; On the Southwest, West and South by lands of Naman Walterboro, LLC.

Subject to any and all restrictions, covenants, conditions, zoning ordinances, rights of way and easements of record, if any, affecting said land.

Together with all easements and right of ways conveyed to Truck South, Inc. by deed of Truckstop Enterprises, a partnership, dated July 18, 1984 in Deed Book 295 at page 181 in the Office of the Clerk of Court for Colleton County, South Carolina.

This being the same property conveyed to Joe B. Williams by deed of Truck South, Inc. dated May 15, 2015 and recorded August 31, 2015 in the ROD Office for Colleton County in Volume 2350, Page 313.

The property is designated as TMS number 178-00-00-071.

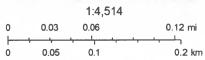
A map showing the property is attached hereto and made a part hereof by reference.

It is requested that the property be zoned Interstate Interchange Commercial District (IICD) upon review and recommendation by the Municipal Planning Commission.

Carolina, thisday of, 2024 that the to and becomes a part of the City of Walterboro effective	
	William T. Young, Jr. Mayor
ATTEST:	
Adrienne Nettles City Clerk	
First Reading:	

TMS# 178-00-00-071





Parcel Boundaries

Municipal Boundaries

Date: August 13, 2024

PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows: (Colleton County, SC Register of Deeds BK:RB: 3034, PG 313)

ALL that certain piece, parcel or tract of land, containing Three and Ninety Hundredths (3.90) acres, more or less, situate, lying and being approximately three (3) miles Southwest of Walterboro, Colleton County, South Carolina, and being bounded now or formerly as follows: On the North by lands of Janak R. Patel and Nayana J. Patel; On the Southeast and East by lands of SAI Hospitality LLC; On the Southwest, West and South by lands of Naman Walterboro, LLC.

Subject to any and all restrictions, covenants, conditions, zoning ordinances, rights of way and easements of record, if any, affecting said land.

Together with all easements and right of ways conveyed to Truck South, Inc. by deed of Truckstop Enterprises, a partnership, dated July 18, 1984 in Deed Book 295 at page 181 in the Office of the Clerk of Court for Colleton County, South Carolina.

This being the same property conveyed to Joe B. Williams by deed of Truck South, Inc. dated May 15, 2015 and recorded August 31, 2015 in the ROD Office for Colleton County in Volume 2350, Page 313.

The property is designated as TMS# 178-00-00-071.

A map showing the property is attached hereto and made a part hereof by reference.

It is requested that the property be zoned Interstate Interchange Commercial District (IICD) upon review and recommendation by the Municipal Planning Commission.

Date

_____, Date

8/13/24

Zoning Designation - Interstate Interchange Commercial District (IICD) Approved on 10/22/24

Glenn Nixon, Chair

City of Walterboro Municipal Planning Commission

Description and Ownership verified by __

Recommendation: ANNEXATION

ORDINANCE # 2024-13

AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOW AS TMS # 178-00-00-072 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION

WHEREAS, a proper petition has been filed with the City of Walterboro Council by 100% of the freeholders owning 100% of the assessed value of the contiguous property hereinafter described petitioning for annexation of the property to the City of Walterboro under the provisions of SC Code Section 5-3-150(3); and

WHEREAS, it appears to Council that annexation would be in the best interest of the property owners and the City of Walterboro; and

The territory to be annexed is described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being South of the Town of Walterboro, near the intersection of SC Route 63 and Interstate 95, in the County of Colleton, State of South Carolina, containing ninety (90) acres, more or less, and measuring and bounded as follows:

On the North by lands of the A.C. Beach Estate, and measuring thereon one thousand eight hundred thirty-eight (1,838) feet; on the East by the right of way line of I-95, and measuring thereon one thousand eight hundred fifty-six (1,856) feet; on the South by Union Oil Company and measuring thereon one thousand one hundred ninety-two (1,192) feet, and S.C. Route 63, and measuring thereon eight hundred seventy-four (874) feet; and on the West by lands of Zeb Cobb, West Virginia Pulp and Paper Company and lands of Continental Can Co., Inc., and measuring thereon three thousand ninety-five (3,095) feet; as a reference to a plat thereof prepared by W. Gene Whetsell, Registered Land Surveyor, of date 26 September, 1970, will more fully show.

Together with all rights of the Grantors herein under a Grant of Right of Way from Truck Stop Enterprises, a partnership, dated March 31, 1975, and recorded in the Office of the Clerk of Court for Colleton County on April 3, 1975, in Deed Book 175 at Page 708, the same being more particularly described and set forth in the above-described document.

LESS: that portion of the above-described property conveyed to Truck Stop Enterprises, a partnership, by the Citizens and Southern National Bank of South Carolina by deed dated March 31, 1975, and recorded in the Office of the Clerk of Court for Colleton County in Deed Book 180 at Page 387, said property being more particularly described in said deed as: All that certain piece, parcel or tract of land situate, lying and being near the Town of Walterboro in the County of Colleton, State of South Carolina, and being shown and designated as 1.148 acres on a Plat of Property of Truck Stop Enterprises dated March 4,

1975, prepared by Joe P. Miley, Reg. C.E., L.S., recorded in the office of the Clerk of Court for Colleton County in Plat Book 16 at Page 43. For a more detailed description reference is made to the above-described deed and plat.

AND LESS, that portion of the above-described property conveyed to the Citizens and Southern National Bank, Greenville, SC Trustee, to Roger C. Odum, G. Roberts and J.B. Rhodes by deed dated June 11, 1976, and recorded in the Office of the Clerk of Court for Colleton County in Deed Book 185 at Page 724, being the northern portion of a ninety (90) acre tract of land in the northwest quadrant of South Carolina Route 63 and Interstate 95, said ninety (90) acre tract more specifically described on a plat prepared by W. Gene Whetsell, R.L.S., dated September 26, 1970, and the property herein conveyed as specifically described according to plat prepared by G.E. Miley, Jr. R.L.S. No. 208, dated June 1, 1976. Reference is made to the aforesaid Deed and Plats for a more complete and accurate description.

The property is designated as TMS number 178-00-00-072.

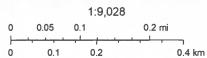
A map showing the property is attached hereto and made a part hereof by reference.

It is requested that the property be zoned Interstate Interchange Commercial District (IICD) upon review and recommendation by the Municipal Planning Commission.

NOW, THEREF	ORE, BE IT ORDA	AINED by the Mayor a	and Council of the City of Walterb	oro, South
Carolina, this	day of	, 2024 that the	property herein described is hereb	y annexed
to and becomes a	part of the City of W	Valterboro effective	, 2024.	
			William T. Young, Jr.	
			Mayor	
ATTEST:				
Adrienne Nettles				
City Clerk				
First Reading:				
Second Reading:		_		

TMS# 178-00-00-072





Parcel Boundaries

Municipal Boundaries

Date: September 13, 2024

PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows: (Colleton County, SC Register of Deeds BK:RB: 1089, PG 104)

ALL that certain piece, parcel or tract of land, situate, lying and being South of the Town of Walterboro, near the intersection of SC Route 63 and Interstate 95, in the County of Colleton, State of South Carolina, containing ninety (90) acres, more or less, and measuring and bounded as follows:

On the North by lands of the A.C. Beach Estate, and measuring thereon one thousand eight hundred thirty-eight (1,838) feet; on the East by the right of way line of I-95, and measuring thereon one thousand eight hundred fifty-six (1,856) feet; on the South by Union Oil Company and measuring thereon one thousand one hundred ninety-two (1,192) feet, and S.C. Route 63, and measuring thereon eight hundred seventy-four (874) feet; and on the West by lands of Zeb Cobb, West Virginia Pulp and Paper Company and lands of Continental Can Co., Inc., and measuring thereon three thousand ninety-five (3,095) feet; as a reference to a plat thereof prepared by W. Gene Whetsell, Registered Land Surveyor, of date 26 September, 1970, will more fully show.

Together with all rights of the Grantors herein under a Grant of Right of Way from Truck Stop Enterprises, a partnership, dated March 31, 1975, and recorded in the Office of the Clerk of Court for Colleton County on April 3, 1975, in Deed Book 175 at Page 708, the same being more particularly described and set forth in the above-described document.

LESS: that portion of the above-described property conveyed to Truck Stop Enterprises, a partnership, by the Citizens and Southern National Bank of South Carolina by deed dated March 31, 1975, and recorded in the Office of the Clerk of Court for Colleton County in Deed Book 180 at Page 387, said property being more particularly described in said deed as: All that certain piece, parcel or tract of land situate, lying and being near the Town of Walterboro in the County

of Colleton, State of South Carolina, and being shown and designated as 1.148 acres on a Plat of Property of Truck Stop Enterprises dated March 4, 1975, prepared by Joe P. Miley, Reg. C.E., L.S., recorded in the office of the Clerk of Court for Colleton County in Plat Book 16 at Page 43. For a more detailed description reference is made to the above-described deed and plat.

AND LESS, that portion of the above-described property conveyed to the Citizens and Southern National Bank, Greenville, SC Trustee, to Roger C. Odum, G. Roberts and J.B. Rhodes by deed dated June 11, 1976, and recorded in the Office of the Clerk of Court for Colleton County in Deed Book 185 at Page 724, being the northern portion of a ninety (90) acre tract of land in the northwest quadrant of South Carolina Route 63 and Interstate 95, said ninety (90) acre tract more specifically described on a plat prepared by W. Gene Whetsell, R.L.S., dated September 26, 1970, and the property herein conveyed as specifically described according to plat prepared by G.E. Miley, Jr. R.L.S. No. 208, dated June 1, 1976. Reference is made to the aforesaid Deed and Plats for a more complete and accurate description.

The property is designated as TMS# 178-00-00-072.

A map showing the property is attached hereto and made a part hereof by reference.

It is requested that the property be zoned Interstate Interchange Commercial District (IICD) upon review and recommendation by the Municipal Planning Commission.

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Miletie Ros	Stiver Address, City	Date 9.15 2.1
FOR MUNICIPA	инописиядиесь « LUSE:	**************************************
Petition received by Date	9/17/24	
Description and Ow Date	mership verified by	pau
Recommendation: ANNEXATION		
By: 200 Date 9 H7	J /24	

Zoning Designation - Interstate Interchange Commercial District (IICD) Approved on 10/22/24

Glehn Nixon, Chair

City of Walterboro, Municipal Planning Commission

ORDINANCE # 2024-14

AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOW AS TMS#s 147-00-00-028, 163-03-00-017, 163-03-00-018, 163-03-00-020 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION

WHEREAS, proper petitions have been filed with the City of Walterboro Council by 100% of the freeholders owning 100% of the assessed value of the contiguous properties hereinafter described petitioning for annexation of the properties to the City of Walterboro under the provisions of SC Code Section 5-3-150(3); and

WHEREAS, it appears to Council that the annexations would be in the best interest of the property owners and the City of Walterboro; and

The territories to be annexed are described as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Wolfe Creek School District, measuring and bounded as follows: On the North One Hundred Ninety-nine (199') feet by a proposed street and Two Hundred Seventy-five (275') by other lands now or formerly of Lucas Realty Corporation; On the East One Hundred Twenty-two (122') feet, more or less, by other lands now or formerly of Lucas Realty Corporation; On the South One Hundred Eighty-two (182') feet, more or less, by Lot No. 7 of Colonial Heights Subdivision, and One Hundred (100') feet, more or less, by Lot No. 6 of Colonial Heights Subdivision and One Hundred Thirty-seven (137') feet, more or less, by Lot No. 5 of Colonial Heights Subdivision; On the West One Hundred Twenty and Five-tenths (120.5') feet, more or less, by other land now or formerly of Lucas Realty Corporation. This tract of land being more particularly described by reference of S.S. Snook, R.L.S. dated September 20, 1963, recorded in the Office of the Register of Deeds for Colleton County.

This being the same property conveyed to C. Shawn Nettles by deed of distribution for the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded December 2, 2002 in the Office of the Register of Deeds for Colleton County in Deed Book 998 at Page 127.

The property is designated as TMS number 147-00-00-028, 132 Elmwood St., Walterboro, SC 29488.

A map showing the property is attached hereto and made a part hereof by reference.

ALL that certain lot of land, situate, lying and being in the County of Colleton, State of South Carolina, shown and designated as Lot No. 5 on a plat of Colonial Heights Subdivision prepared by J. Philip Morgan, dated April 17, 1947, recorded in Plat Book 5 at Page 111 in the office of the Clerk of Court for Colleton County, bounded and measuring as follows: on the north by lot now of Paul L. Lucas, Jr. and Charles Henry Baker, and measuring thereon ninety-two (92') feet; on the east by lot No. 6 of Colonial Heights Subdivision as delineated on plat above referred to, said Lot No. 6 now being owned by Paul L. Lucas, Jr., and measuring thereon one hundred fifty (150') feet; on the south by Pinewood Drive, and measuring thereon eighty (80') feet; and on the west by Lot No. 4 of Colonial Heights Subdivision, now property of Thomasine W. Lucas, and measuring thereon one hundred fifty (150') feet; be the said measurements more or less.

This being the same property distributed to C. Shawn Nettles by deed of distribution from the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded at the Colleton County Clerk of Court on December 2, 2002 in Book 998, Page 127.

The property is designated as TMS number 163-03-00-017.

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A map showing the property is attached hereto and made a part hereof by reference.

It is requested that the property be zoned Single Family Residential (SFR) upon review and recommendation by the Municipal Planning Commission.

ALL that certain piece, parcel or lot of land, situate, lying and being in Colonial Heights Subdivision near the City of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. 6 on a plat of Colonial Heights Subdivision prepared by J. Philip Morgan, Surveyor, dated April 17, 1947, recorded June 27, 1947 in the office of the Clerk of Court for Colleton County, in Plat Book 5 at Page 111, and bounded, now or formerly, and measuring as follows: on the north by lot of Lucas Realty Corporation, and measuring thereon one hundred (100') feet; on the south by Pinewood Drive, and measuring thereon one hundred (100') feet; on the south by Pinewood Drive, and measuring thereon one hundred (100') feet; and on the west by Lot No. 5 of said subdivision, and measuring thereon one hundred fifty (150') feet; be the said measurements more or less.

This being the same property distributed to C. Shawn Nettles by deed of distribution from the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded at the Colleton County Clerk of Court on December 2, 2002 in Book 998, Page 127.

The property is designated as TMS number 163-03-00-018.

A map showing the property is attached hereto and made a part hereof by reference.

ALL that certain piece, parcel or lot of land, situate, lying and being in Colonial Heights Subdivision near the City of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. 7 on a plat of Colonial Heights Subdivision prepared by J. Philip Morgan, date April 17, 1947, recorded June 27, 1947 in Plat Book 5 at Page 111 in the office of the Clerk of Court for Colleton County, and bounded as follows: on the north by land now or formerly of Lucas Realty Corp.; on the east by Lot No. 8 of said subdivision and measuring thereon one hundred seventy (170') feet; on the south by Pinewood Drive; and on the west by Lot No. 6 of said subdivision and measuring thereon one hundred sixty (160') feet, be the said measurements more or less.

This being the same property distributed to C. Shawn Nettles by deed of distribution from the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded at the Colleton County Clerk of Court on December 2, 2002 in Book 998, Page 127.

The property is designated as TMS number 163-03-00-020.

A map showing the property is attached hereto and made a part hereof by reference.

NOW, THEREF	ORE, BE IT ORD	AINED by the Mayor and Council of	f the City of Walterboro, South
Carolina, this	day of	, 2024 that the properties her	rein described are hereby
annexed to and be	ecomes a part of the	e City of Walterboro effective	, 2024.
		William Mayor	T. Young, Jr.
ATTEST:			
Adrienne Nettles			
City Clerk			
First Reading:			



Date: September 16, 2024

PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows: (Colleton County, SC Register of Deeds BK:RB: 2353, PG 1)

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Wolfe Creek School District, measuring and bounded as follows: On the North One Hundred Ninety-nine (199') feet by a proposed street and Two Hundred Seventy-five (275') by other lands now or formerly of Lucas Realty Corporation; On the East One Hundred Twenty-two (122') feet, more or less, by other lands now or formerly of Lucas Realty Corporation; On the South One Hundred Eighty-two (182') feet, more or less, by Lot No. 7 of Colonial Heights Subdivision, and One Hundred (100') feet, more or less, by Lot No. 6 of Colonial Heights Subdivision and One Hundred Thirty-seven (137') feet, more or less, by Lot No. 5 of Colonial Heights Subdivision; On the West One Hundred Twenty and Five-tenths (120.5') feet, more or less, by other land now or formerly of Lucas Realty Corporation. This tract of land being more particularly described by reference of S.S. Snook, R.L.S. dated September 20, 1963, recorded in the Office of the Register of Deeds for Colleton County.

This being the same property conveyed to C. Shawn Nettles by deed of distribution for the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded December 2, 2002 in the Office of the Register of Deeds for Colleton County in Deed Book 998 at Page 127.

The property is designated as TMS# 147-00-00-028.

A map showing the property is attached hereto and made a part hereof by reference.

Elizabeth A Ill		. 1 /	
ignature(s)	Street Address, City	<u>Lastesboso</u>	9/18/24 Date
======================================		======================================	abelan
escription and Ownership verifie	d by MW		9/18/24
	nN	, Date	9/18/24

Zoning Designation - Single Family Residential (SFR) Approved on 10/22/24

Glenn Nixon, Chair

City of Walterboro Municipal Planning Commission

Date: September 17, 2024

PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows: (Colleton County, SC Register of Deeds BK:RB: 2876, PG 47)

ALL that certain piece, parcel or lot of land, situate, lying and being in Colonial Heights Subdivision near the City of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. 7 on a plat of Colonial Heights Subdivision prepared by J. Philip Morgan, date April 17, 1947, recorded June 27, 1947 in Plat Book 5 at Page 111 in the office of the Clerk of Court for Colleton County, and bounded as follows: on the north by land now or formerly of Lucas Realty Corp.; on the east by Lot No. 8 of said subdivision and measuring thereon one hundred seventy (170') feet; on the south by Pinewood Drive; and on the west by Lot No. 6 of said subdivision and measuring thereon one hundred sixty (160') feet, be the said measurements more or less.

This being the same property distributed to C. Shawn Nettles by deed of distribution from the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded at the Colleton County Clerk of Court on December 2, 2002 in Book 998, Page 127.

The property is designated as TMS# 163-03-00-020.

A map showing the property is attached hereto and made a part hereof by reference.

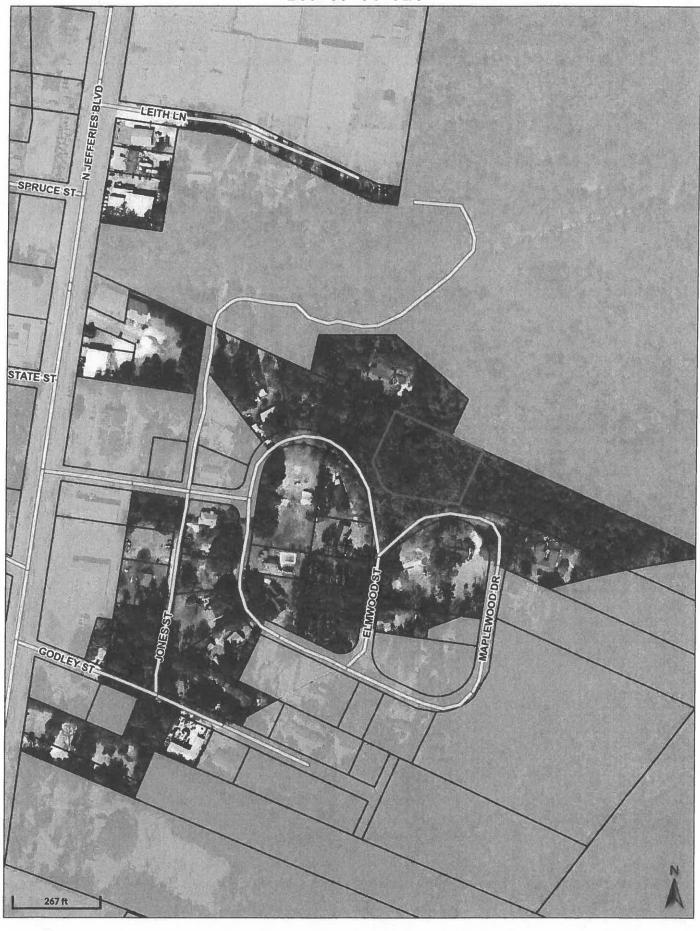
June C. Detto	2159 Fres How RD. W.	INTERBORE 9-14-84
Signature(s)	Street Address, City	Date

FOR MUNICIPAL	USE:			
Petition received by	Mow		, Date	9/18/24
Description and Own	ership verified by	Jaw	, Date	9/18/24
Recommendation:	ANNEXATION	0		
Ву: _	Man		, Date	9/18/24
	()			

Zoning Designation - Single Family Residential (SFR) Approved on 10/22/24

Glenn Nixon, Chair

City of Walterboro Municipal Planning Commission



Date: September 17, 2024

PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows: (Colleton County, SC Register of Deeds BK:RB: 2876, PG 47)

ALL that certain lot of land, situate, lying and being in the County of Colleton, State of South Carolina, shown and designated as Lot No. 5 on a plat of Colonial Heights Subdivision prepared by J. Philip Morgan, dated April 17, 1947, recorded in Plat Book 5 at Page 111 in the office of the Clerk of Court for Colleton County, bounded and measuring as follows: on the north by lot now of Paul L. Lucas, Jr. and Charles Henry Baker, and measuring thereon ninety-two (92') feet; on the east by lot No. 6 of Colonial Heights Subdivision as delineated on plat above referred to, said Lot No. 6 now being owned by Paul L. Lucas, Jr., and measuring thereon one hundred fifty (150') feet; on the south by Pinewood Drive, and measuring thereon eighty (80') feet; and on the west by Lot No. 4 of Colonial Heights Subdivision, now property of Thomasine W. Lucas, and measuring thereon one hundred fifty (150') feet; be the said measurements more or less.

This being the same property distributed to C. Shawn Nettles by deed of distribution from the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded at the Colleton County Clerk of Court on December 2, 2002 in Book 998, Page 127.

The property is designated as TMS# 163-03-00-017.

A map showing the property is attached hereto and made a part hereof by reference.

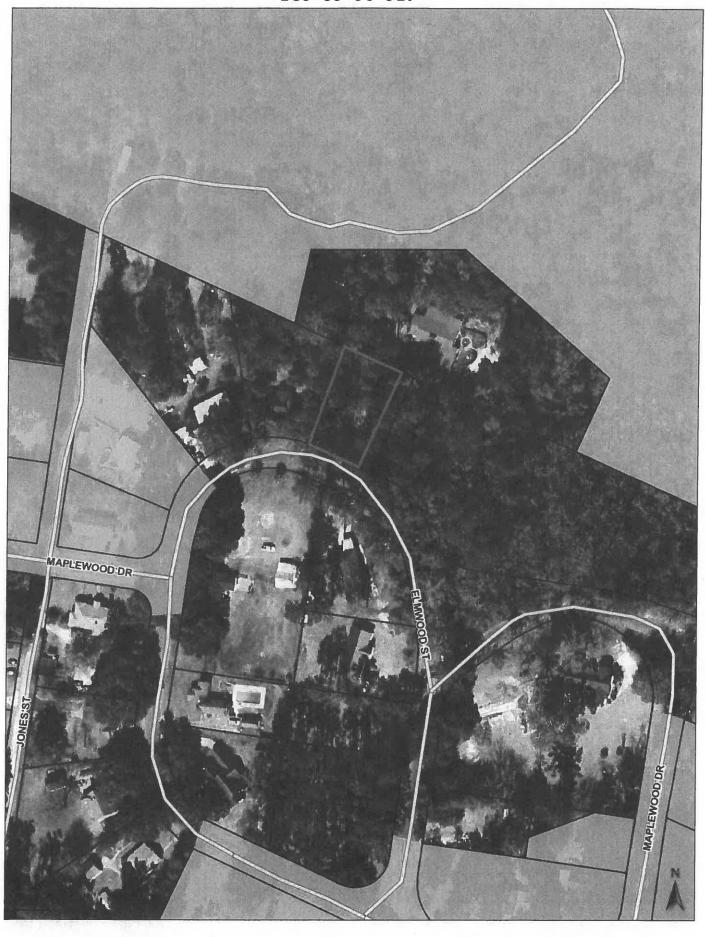
Show Hold	259 Ker Him RD. W	WARRENCE 9-17-24
Signature(s)	Street Address, City	Date

FOR MUNICIPAL USE:	=======================================
Petition received by	, Date 4/18/24
Description and Ownership verified by	, Date 9/18/24
Recommendation: ANNEXATION	
By:	, Date 9/18/24

Zoning Designation - Single Family Residential (SFR) Approved on 10/22/24

Glenn Nixon, Chair

City of Walterboro Municipal Planning Commission



Date: September 17, 2024

PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows: (Colleton County, SC Register of Deeds BK:RB: 2876, PG 47)

ALL that certain piece, parcel or lot of land, situate, lying and being in Colonial Heights Subdivision near the City of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. 6 on a plat of Colonial Heights Subdivision prepared by J. Philip Morgan, Surveyor, dated April 17, 1947, recorded June 27, 1947 in the office of the Clerk of Court for Colleton County, in Plat Book 5 at Page 111, and bounded, now or formerly, and measuring as follows: on the north by lot of Lucas Realty Corporation, and measuring thereon one hundred (100') feet; on the east by lot No. 7 of said subdivision, and measuring thereon one hundred sixty (160') feet; on the south by Pinewood Drive, and measuring thereon one hundred (100') feet; and on the west by Lot No. 5 of said subdivision, and measuring thereon one hundred fifty (150') feet; be the said measurements more or less.

This being the same property distributed to C. Shawn Nettles by deed of distribution from the Estate of Paul Leith Lucas, Jr. date November 27, 2002 and recorded at the Colleton County Clerk of Court on December 2, 2002 in Book 998, Page 127.

The property is designated as TMS# 163-03-00-018.

A map showing the property is attached hereto and made a part hereof by reference.

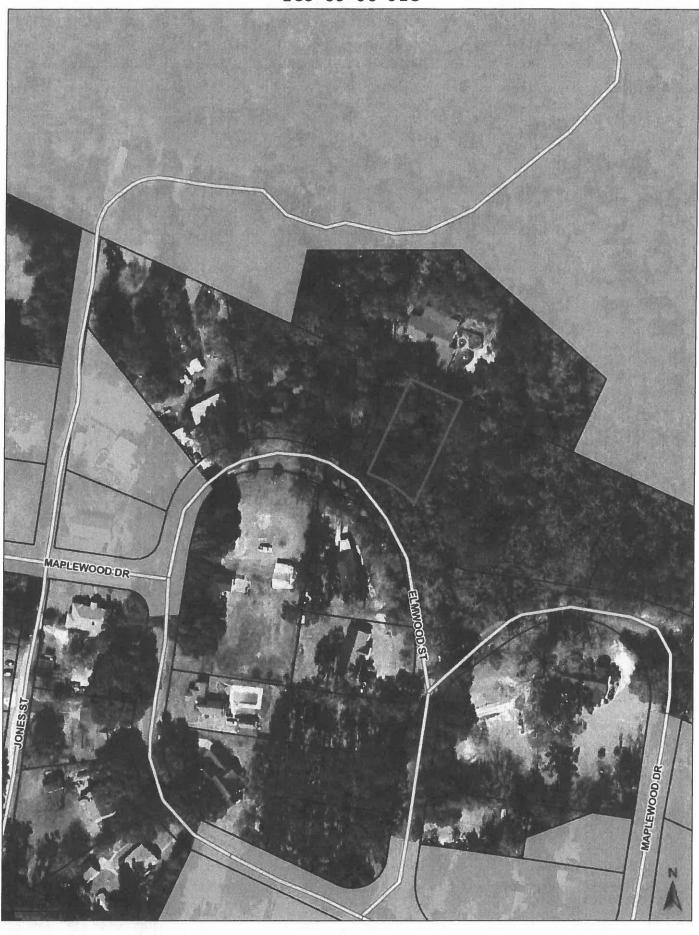
C. 54	Lew Hells	1		
Sugar C. 1	Tettes	2159 Free How RD.	WHITEBORE	9-17-24
Signature(s)		Street Address, City	E	Date

Petition received by _	MON	, Date	9/18/24
Description and Owner	ership verified by	W Date	9/18/24
Recommendation:	ANNEXATION		11.0[61

Zoning Designation - Single Family Residential (SFR) Approved on 10/22/24

Glenn Nixon, Chair

City of Walterboro Municipal Planning Commission



Walterboro City Council Regular Meeting

City Hall

October 1, 2024

Minutes

A Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, October 1, 2024, at 6:15 P.M., with Mayor Bill Young presiding.

<u>Present:</u> Joined in the meeting were: Mayor Bill Young, Councilmembers: Ladson Fishburne, Greg Pryor, James Broderick, Judy Bridge, and Carl Brown, City Manager Jeff Molinari, Assistant City Manager Ryan McLeod, City Attorney Brown McLeod, and City Clerk Adrienne Nettles. Chief Police Wade Marvin, Annexation and Specials Project Coordinator Austin Williams, Main Street Manager/Tourism Director Patrcia Utsey, and Utilities Director Wayne Crosby. Councilmember Paul Siegel was not in attendance.

Call To Order:

With the above-mentioned Councilmembers present, Mayor Young called the meeting to order and invited everyone to join in as he gave the invocation. Councilmember Fishburne led the Pledge of Allegiance to our flag.

Public Input on Agenda Items:

There was no public input on agenda items.

Approval of Minutes:

Upon motion of Councilmember Pryor, Seconded by Councilmember Bridge, the following minutes were unanimously approved.

- 1. Regular Meeting July 9, 2024.
- 2. Rescheduled Regular Meeting August 20, 2024.
- 3. Regular Meeting September 3, 2024.

New Business:

1. <u>Ordinance # 2024-10</u>, 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 DESIGNATED AS TMS # 164-05-00-283 FROM SINGLE FAMILY RESIDENTIAL (SFR) TO MEDIUM DENSITY RESIDENTIAL (MDR) (Introduction and First Reading).

City Manager Jeff Molinari stated Mr. Mayor and members of City Council you have in your agenda packet an ordinance and supporting documentation to rezone a parcel located at 204 Savage Street, TMS # 164-05-00-283 from Single Family Residential to Medium Density Residential. There is currently a duplex on this property, and this is a zoning clarification. A duplex is an allowable use in Medium Density Residential, and Single Family Residential is not. This is just a clarification and cleaning up of the ordinance by the Municipal Planning Commission. We ask for Council's favorable consideration.

Motion: Councilmember Broderick; Seconded by Councilmember Pryor

Discussion: None

Carries: All ayes

2. Ordinance # 2024-11, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 147-15-00-010 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Introduction and First Reading).

City Manager Jeff Molinari stated Mr. Mayor and members of City Council, I would like to add for each proposed annexation you have a completed and signed petition as well as a map. The first property fronts North Jefferies Boulevard. This is the former Farm Bureau building. We ask for Council's favorable consideration of the first reading.

Motion: Councilmember Brown; Seconded by Councilmember Bridge

Discussion: None Carried: All ayes

3. Ordinance # 2024-12, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 147-15-00-010 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Introduction and First Reading).

City Manager Jeff Molinari stated Mr. Mayor and members of City Council you have in your agenda packet an ordinance as well as a map. This is an undeveloped parcel off Sniders Highway at the Exit 53 interchange. We ask for Council's favorable consideration of first reading.

Motion: Councilmember Bridge; Seconded by Councilmember Broderick

Discussion: None Carried: All ayes

4. Ordinance # 2024-13, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED. TO ANNEX AN AREA KNOWN AS TMS # 178-00-00-072 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Introduction and First Reading).

City Manager Jeff Molinari stated Mr. Mayor and members of City Council this is another undeveloped tract at Exit 53, TMS # 178-00-00-072. We ask for Councils favorable consideration of first reading. Also, between first reading and second reading as required by ordinance the Planning Commission will be making a recommendation for zoning on all these parcels. When we do second and final reading in November the recommended zoning will be in that final ordinance.

Motion: Councilmember Broderick; Seconded by Councilmember Fishburne

Discussion: None Carries: All ayes

5. Ordinance # 2024-14, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 147-00-00-028, 163-03-00-017, 163-03-00-018, AND 163-03-03-00-017, 163-03-00-018, AND 163-03-03-00-018, AND 163-03-00-018, AND 163-00-018, AND 163-0

00-020 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Introduction and First Reading).

City Manager Jeff Molinari stated Mr. Mayor and members of City Council this is another annexation petition. We have four (4) parcels proposed for annexation. You have the map in your agenda packet. We ask for Council's favorable consideration of the first reading.

Councilmember Broderick asked is this one of the donut holes we are working in the city?

City Manager Jeff Molinari stated yes, it is.

Councilmember Brown stated our city footprint has grown by almost 100 acres tonight.

City Manager Jeff Molinari stated yes it has. I would like to recognize Austin Williams on doing an outstanding job with these annexations.

Motion: Councilmember Bridge; Seconded by Councilmember Broderick

Discussion: None Carries: All ayes

6. Consideration of a request from Shelia P. Campbell – Word for Life Ministries to close a section of Chaplin Street between Tracy Street and Lemacks Street for the 2nd Annual Community Health Fair on Saturday, October 5, 2024, from 10:00 AM to 1:30 PM.

City Manager Jeff Molinari stated Mr. Mayor and members of City Council, you have in your agenda packet a request from Word for Life Ministries for their 2nd Annual Community Health Fair. This will involve a closed section of Chaplin Street, between Tracy and Lemacks Street on October 5, 2024, from 10:00 AM to 1:30 PM. We have reviewed this with the Police Department and recommend approval for this request.

Motion: Councilmember Fishburne; Seconded by Councilmember Pryor

Discussion: None Carried: All ayes

City Manager's Report:

1. Consideration of bids for Bells Highway Water Main Emergency Repair (Tropical Storm Debby). **Bid opening is Tuesday, October 1st @ 2:00 PM, bids will be presented to City Council at Council meeting. **

City Manager Jeff Molinari stated Mr. Mayor and members of City Council we had a bid opening today at 2:00 PM for the Bells Highway Water Main Emergency Repair. We did receive three (3) bids. However, we will need some additional time to review those bids. Staff will present a recommendation to City Council in the coming days and how we need to proceed.

A motion was made to go into Executive Session by Councilmember Bridge, seconded by Councilmember Broderick. Mayor Young explained that City Council would be going into Executive Session to discuss security devices, Provision of incentives to encourage downtown redevelopment, Personal Matters: Appointment to the Hsitoric Preservation Commission and Compensation.

Executive Session:

- 1. Discussion of security devices.
- 2. Provision of incentives to encourage downtown redevelopment.
- 3. Personnel Matters:
 - a. Appointment to the Historic Preservation Commission.
 - b. Compensation.

A motion to accept Jayne Siegel's resignation from the Historic Preservation Commission and to appoint Jill Chadwick to fill her unexpired term, was made by Councilmember Broderick, seconded by Mayor Young. All in favor, motion carries.

A motion to come out of Executive Session was made by Councilmember Pryor, seconded by Councilmember Bridge, all in favor, motion carries.

There being no further business to consider, a motion to adjourn was made by Councilmember Broderick, seconded by Mayor Young, and passed unanimously. Mayor Young adjourned the meeting at 7:03 P.M. Notice of the meeting was distributed with the agenda packets, to all local media, posted on City Hall bulletin board and posted on the City's website at least twenty-four hours prior to meeting time.

Respectfully,

Adrienne Nettles City Clerk

ORDINANCE #2024-15

AN ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AUTHORIZING EXPENDITURE OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS, on September 7, 2021, City Council adopted Resolution 2021-R-16 designating an authorized representative and contact person for the purposes of the American Rescue Plan Act of 2021; and

WHEREAS, on September 29, 2021, the City received the first tranche of funding from the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) totaling \$1,350,650.66. On October 14, 2022, the City received the second tranche of funding totaling \$1,350,650.66. Total allocation from the State of South Carolina as appropriated by the American Rescue Plan Act of 2021 was \$2,701,301.32; and

WHEREAS, expenditures of SLFRF funds are required to be approved by City Council; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA, IN COUNCIL, ASSEMBLED, that the following SLFRF funds, in addition to the approved expenditures included in Ordinance 2022-07 in the amount of \$811,326.04, 2023-04 in the amount of \$106,136.00 and 2024-06 in the amount of \$327,087.00 are to be obligated as follows:

- 10. Old Rizer Ford/Pinckney Park Storage Building Air Monitoring \$8,446.00
- 11. Beaver Lift Station Demolition \$36,831.00
- 12. Crime Prevention/Security Cameras \$46,500.00
- 13. Bells Hwy Water line repair \$250,000.00
- 14. Wellstone Force Main Relocation \$58,000.00
- 15. Boardwalk Replacement Project Phase II \$999,000.00
- 16. Mission Serve 2025 and 2026 \$10,000.00
- 17. Water Tower Park/Washington Street Plaza \$47,975.28

WHEREAS, with these expenditures, there will be no remaining SLFRF funds for future expenditures.

This ordinance shall be effective immediately.

DONE, this 3rd day of December, 2024.

William T. Young, Jr.

Mayor

ATTEST:

Adrienne Nettles

City Clerk

First Reading: November 5

First Reading: November 5, 2024
Public Hearing: December 3, 2024
Second Reading: December 3, 2024



MEMORANDUM

To:

Jeffrey P. Molinari

City Manager

Nalterboro

From:

Amy J. Risher

Finance Director

Date:

October 28, 2024

Subject:

Consideration of financing proposals of a 2024 Freightliner Residential Garbage

Truck

At the June 4, 2024, meeting, Council approved the purchase of a new garbage truck in the amount of \$307,291.59. On October 2, 2024, the Finance Department solicited seven (7) local financial institutions for the financing of the garbage truck. The City received one (1) proposal.

Financial InstitutionTermRateFeesSouth State Bank5 years4.19% APR\$3,500.00

City staff respectfully request City Council approve the financing of the garbage truck through South State Bank.



October 28, 2024

Ms. Amy J. Risher City of Walterboro 300 Hampton Street Walterboro, South Carolina 29488 arisher@walterborosc.org

Re: City of Walterboro (the "Borrower" or the "City")

\$310,000 Equipment Lease Purchase Financing) (the "Financing")

SouthState Bank, N.A. (the "Bank") is pleased to submit the following summary of terms and conditions, for discussion purposes only, in order to facilitate further discussion regarding the above referenced transaction. This non-binding term sheet is intended only as an outline of certain material terms of the requested Loan and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested Loan and does not represent a commitment to extend credit or advance funds.

Since this request was circulated to the Bank directly by the City, we are proceeding under the assumption that the City is conducting a qualified competitive solicitation or a negotiated placement on its own behalf. As such, we assume no role as or responsibility for providing 'advice' as would be construed under any securities regulations and are merely providing loan terms in response to the request.

A. FINANCING DESCRIPTION

Borrower: City of Walterboro, SC

Amount: Not to exceed \$310,000

Facility Type: Bank Qualified, Tax-Exempt Lease Purchase

Purpose: The City will use proceeds of the Financing to purchase certain equipment, to

include a 2024 Freightliner Residential Garbage Truck (the "Equipment")

B. FINANCING TERMS

Interest Rate: The fixed rate below assumes that the Financing will display the features

incorporated in this Term Sheet, to include the Security cited below, and such rate will be held through the anticipated closing date of November 30, 2024.

4.19%

SouthState

Maturity:

Approximately 60 Months from closing

Repayment:

Annual lease payments payable beginning on December 1, 2025, and on the

December 1 of each year thereafter to Maturity.

Interest Calculation:

Actual / 360

Origination Fee:

None

C. OTHER TERMS AND CONDITIONS

Prepayment:

The Financing will not be subject to prepayment prior to maturity.

Security:

The Financing will be structured as a lease purchase and secured solely by a priority lien on the Equipment. The Financing will not constitute a general obligation of the City and the full faith, credit and taxing power of the City will not be pledged to secure the Financing. The Bank will require proof of

insurance coverage on the Equipment.

Documentation:

The Bank will provide its standard Lease Purchase Documents to be used in

the transaction (attached).

Non-Appropriation:

The City must give notice to the Bank of any decision not to appropriate payments under the Financing. The City may not elect to appropriate certain lease payments but not others.

Reporting Requirements:

Annual financial statements or Comprehensive Annual Financial Reports (CAFR's) are due within 270 days of fiscal year end and annual budgets to include annual appropriation of lease payments are due 30 days prior to the start of the fiscal year.

Proof of Insurance:

Proof of insurance coverage on the leased equipment; coverage parameters amenable to the Bank.

Determination of Taxability:

The tax-exempt interest rate will be subject to gross up upon an event of taxability or loss of bank qualified status resulting from any action or inaction on the part of the Borrower.

Closing Costs:

Bank Counsel fees not to exceed \$3,500.

Premise of Lending:

For the purposes of this bid, the Bank is making a commercial loan to the Borrower. Several conditions exist and are relied upon to determine that this is a commercial loan. Among other conditions, (i) no official statement or other offering materials have been furnished, (ii) the Bank is both knowledgeable and experienced in these financial and business matters and is

knowledgeable and experienced in these financial and business matters and is capable of evaluating the merits and risks of making a commercial loan to be evidenced by the Loan and is financially able to bear the economic risk of



holding the Loan, (iii) no CUSIP number will be obtained for the Loan, and (iv) the Bank intends to extend the Loan solely for its own account with no intent to distribute or resell the Loan or any portion thereof.

Municipal Advisor Disclosure:

The terms of the loan described herein have been prepared by the Bank solely for information purposes. The Bank is not recommending an action or providing any advice to the Borrower. The Bank is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in their own interest. The Borrower is expected to seek the advice of the IRMA and any other professional advisors which they deem appropriate for the credit facility described herein, especially with respect to any legal, regulatory, tax or accounting treatment.

Regulatory Oversight:

Based on the Premise of Lending above and the Bank's role in this transaction (not as an advisor, underwriter or placement agent), it should be understood that the Bank, as lender, is regulated by the Officer of the Comptroller of the Currency (OCC) and not by any body having oversight in the municipal securities industry.

Confidentiality:

The terms of this Term Sheet are confidential and, except for disclosure on a confidential basis to the Borrower's financial advisors, accountants, attorneys and other professional advisors retained by the Borrower for use in connection with the proposed financing or as may be required by law, may not be disclosed in whole or in part by the Borrower or any such financial advisors, accountants, attorneys or other professional advisors to any other person or entity without the Bank's prior written consent. If this Term Sheet is being delivered to a financial advisor or person other than the Borrower, by receipt and use by such advisor or other person in connection with the proposed transaction, such advisor or other person agrees to be bound by the confidentiality terms set forth above.

Respectfor Submitted,

Lee Petrolawicz Senjør Vice President SouthState Bank, N.A

RESOLUTION NO. 2024-R-08

Resolution Approving Financing Terms

WHEREAS: The City of Walterboro (the "City") has previously determined to undertake a project for the financing of a 2024 Freightliner Residential Garbage Truck (the "Project), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

- 1. The City hereby determines to finance the Project through South State Bank, N.A., in accordance with the proposal dated October 28, 2024. The amount financed shall not exceed \$307,291.59, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.19%, and the financing term shall not exceed five (5) years from closing.
- 2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. The Mayor is hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
- 3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by the Mayor, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
- 4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
- 5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the South State Bank, N.A. financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund or any other City fund related to the Project, for project costs may be reimbursed from the financing proceeds.
- 6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 5 th day of November, 2024	
ATTEST:	
Adrienne M. Nettles, City Clerk	William T. Young, Jr., Mayor

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this "Agreement") is dated [DATE], and is between the [NAME OF LESSEE], SOUTH CAROLINA, a public body of the State of South Carolina (the "Lessee"), and SOUTHSTATE BANK, N.A. ("Lessor").

RECITALS:

The Lessee has the power to acquire such personal property as it may deem appropriate for carrying out its governmental and proprietary functions, and to acquire such property pursuant to financing agreements. This Agreement provides for Lessor to make available to the Lessee the sum of \$[AMOUNT] to enable the Lessee to acquire the Equipment (as defined herein) by lease, and provides for securing the Lessee's obligations under this Agreement by creating certain security interests in favor of Lessor.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

"Additional Payments" means any of Lessor's reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of Lessor's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Lessor is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the Lessee (or paid by Lessor on the Lessee's behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the Lessee shall fail to pay the same, as set forth in this Agreement).

"Amount Advanced" has the meaning assigned in Section 2.02 hereof.

- "Base Payments" means the rental payments payable by the Lessee pursuant to Section 3.01 hereof.
- "Budget Officer" means the Lessee official from time to time charged with preparing the Lessee's draft budget as initially submitted to the Governing Board for its consideration.
- "Business Day" means any day on which banks in the State are not by law authorized or required to remain closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Lessee's obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"*Equipment*" has the meaning assigned in Section 2.03 hereof, and is generally expected to include the personal property described on <u>Exhibit A</u> attached hereto.

"Event of Default" means one or more events of default as defined in Section 7.01 hereof.

"Event of Nonappropriation" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Lessee that includes an appropriation for Required Payments, or the Governing Board's amendment of an annual budget to remove an appropriation for Required Payments, in each case, as contemplated by Section 3.05 hereof.

"Fiscal Year" means the Lessee's fiscal year beginning [July 1] or such other fiscal year as the Lessee may later lawfully establish.

"Governing Board" means the [NAME OF GOVERNING BODY], the governing body of the Lessee, as from time to time constituted.

"Lessee" means the [NAME OF LESSEE], South Carolina.

"Lessee Representatives" means the [TITLE OF RESPONSIBLE OFFICER] of the Lessee, or such other person or persons at the time designated, by a written certificate furnished to Lessor and signed on the Lessee's behalf by the presiding officer of the Governing Board, to act on the Lessee's behalf for any purpose (or any specified purpose) under this Agreement.

"Net Proceeds," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Lessee or Lessor for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"Prime Rate" means the interest rate so denominated and set by Lessor (whether or not such bank, or any affiliate thereof, is at such time the counterparty to this Agreement) as its "Prime Rate," as in effect from time to time.

"Opinion of Counsel" means a written opinion (in form and substance acceptable to Lessor) of an attorney or firm of attorneys acceptable to Lessor.

"Project Costs" means all costs of the acquiring, installing and equipping of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the Lessee under this Agreement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the installing and equipping process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

"Project Fund" has the meaning assigned in Section 2.02 herein.

"Required Payments" means Base Payments and Additional Payments.

"Security Property" means the Equipment and all amounts on deposit from time to time in the Project Fund.

"State" means the State of South Carolina.

"UCC" means the Uniform Commercial Code or any successor law as in effect from time to time in the State, which is currently found in Title 36 of the Code of Laws of South Carolina, 1976, as amended.

All references in this Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II LEASE; ADVANCE; SECURITY

- **2.01.** Lessor hereby leases to the Lessee, and the Lessee hereby leases from Lessor, the Equipment, for a term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Agreement is earlier terminated as provided herein. The Lessee shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.
- 2.02. Advance. Lessor shall advance \$[AMOUNT] (the "Amount Advanced") to the Lessee on the Closing Date, and the Lessee hereby accepts the Amount Advanced from Lessor. Lessor is advancing the Amount Advanced by making a deposit to a Project Fund (the "Project Fund") as provided Article IV herein. All amounts on deposit from time to time in the Project Fund, including the Amount Advanced and all investment earnings, shall be used only for Project Costs until the Project Fund is terminated.

2.03. UCC Security Agreement.

- (a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to the following:
 - (i) all moneys on deposit from time to time in the Project Fund; and
 - (ii) the Equipment.

The Lessee hereby grants to Lessor a security interest in the Equipment and in the Amount Advanced to secure the Required Payments.

(b) The Lessee shall allow Lessor to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by Lessor) in such form as Lessor may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

2.04. Lessee's Limited Obligation.

(a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the Lessee's full faith, credit or taxing power within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the Lessee's credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Lessee's moneys (other than funds held under this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the Lessee's bonds or obligations payable from any class or source of the Lessee's moneys (except to

the extent this Agreement restricts the incurrence of additional obligations secured by the Security Property).

- (b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement.
- **2.05.** Lessee's Continuing Obligations. Except for an Event of Nonapproriation as described in Section 3.05 hereof, the Lessee shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04 hereof), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:
 - (a) Lessor's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the Lessee, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by Lessor (but this section provision does not relieve Lessor of any of its obligations under this Agreement);
 - (e) The sale of all or any part of the Security Property; or
 - (f) Another party's assumption of the Lessee's obligations under this Agreement.

ARTICLE III LESSEE'S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Rental; Purchase Option.

- (a) As rental for the Equipment, the Lessee shall make Base Payments to Lessor in lawful money of the United States at the times and in the amounts set forth in Exhibit B attached hereto, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.
- (b) Upon payment of all the Base Payments and all Additional Payments, the Lessee may, at its option, purchase all of Lessor's interest in the Equipment, on an as-is, where-is basis, upon payment to Lessor of the sum of Ten Dollars (\$10.00). This option to purchase the Equipment is personal to the Lessee and is not assignable.
- **3.02.** Additional Payments. The Lessee shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.
- 3.03. <u>Prepayment</u>. At its option and upon 30 thirty days written notice of the Lessor, the Lessee may prepay this Agreement (in whole but not in part), and thereby obtain ownership of the Equipment free of this lease and Lessor's security interest in the Equipment, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) [100]% of the outstanding principal component of the Amount Advanced. [Note: prepayment provisions to be conformed to proposal]
- **3.04.** Late Payments. If the Lessee fails to pay any Base Payment when due, the Lessee shall pay additional interest on the principal component of the late Base Payment at an annual rate equal to the Prime Rate from the original due date.

3.05. Appropriations.

- (a) The Budget Officer shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Lessee's final budget for such Fiscal Year.
- (b) The Budget Officer shall deliver notification to Lessor within 15 days after the adoption of the annual budget if an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Lessee in such budget for such purposes.

- (c) The actions required of the Lessee and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Lessee official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Lessee to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the Lessee.
- (d) Subject to its right of nonappropriation, the Lessee reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.
- Notwithstanding any other provision of the Agreement to the contrary, if the Lessee fails to appropriate funds to pay the Required Payments for the next Fiscal Year to continue leasing of the Equipment, this Agreement shall terminate, shall create no further obligation of the Lessee as to subsequent Fiscal Years and shall be null and void; provided, however, that the Lessee shall make its best efforts to appropriate funds for subsequent Fiscal Years during the term of this Agreement and include the Required Payments in its budget. In such Event of Nonappropriation, the Lessee shall notify Lessor at least twenty (20) days prior to the end of the then current Fiscal Year. Upon an Event of Nonappropriation, the Lessee shall not be obligated to make any Required Payments beyond the end of such Fiscal Year. The happening of such occurrence shall be conclusively presumed from the Lessee's notification of Lessor or Lessor's assignee of such occurrence. In such Event of Nonappropriation, this Agreement shall terminate on the last day of the Fiscal Year for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, the Lessee shall have no continuing obligation to make Required Payments under this Agreement. No right of action or damages shall accrue to the benefit of Lessor or its assignee as to that portion of this Agreement which may so terminate. The provisions of this paragraph shall remain in full force and effect notwithstanding the failure of any party to comply with any provision of this Agreement and whether or not the Lessee is in default under this Agreement. The Lessee agrees to surrender possession of the Equipment to Lessor or its assignee on the date of such termination. Lessor shall have all the rights and remedies to take possession of the Equipment and to sell, lease, or otherwise dispose of the Equipment as its own property without liability to the Lessee.
- **3.05.** No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Required Payments shall be made in all events unless the Lessee's obligation to make Required Payments is terminated as otherwise provided in this Agreement.

ARTICLE IV PROJECT FUND

- **4.01.** Project Fund. Pursuant to Section 2.02, on the Closing Date, Lessor shall deposit \$[AMOUNT] into the Project Fund, which shall be a special account of the Lessee at SouthState Bank, N.A. to be designated "[Account Name] Project Fund" (the "Project Fund"). The Project Fund shall be held separate and apart from all other funds or accounts of the Lessee. The Project Fund is the Lessee's property, but the Lessee may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Lessor to secure the Lessee's obligations hereunder.
- **4.02.** Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from Lessor. Lessor shall authorize the disbursement of funds from the Project Fund only to the Lessee and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by a Lessee Representative. The Lessee shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Lessee, Lessor shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven Business Days after such receipt shall notify the Lessee if it does not approve the requisition with the reasons for its disapproval. Lessor has no obligation to make a review and any review by Lessor is only for Lessor's benefit. Lessor shall not unreasonably withhold payment of any requisition.

- 4.03. <u>Disposition of Project Fund Balance</u>. (a) Promptly after the acquisition of the Equipment, and when the Lessee has withdrawn from the Project Fund all of the funds needed to acquire the Equipment, the Lessee shall deliver to Lessor a written certificate of completion executed by a Lessee Representative stating that (i) the Equipment has been acquired, (ii) there are no mechanic's or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Lessor may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.
- (b) Upon the occurrence of an Event of Default, Lessor may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.
- (c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Lessor's most recent receipt of a requisition for Project Costs, then Lessor, upon 30 days' notice from Lessor to the Lessee, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.
- (d) Lessor may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Lessor under this Agreement, (ii) to the payment of any interest accrued to the Project Fund disposition

date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Agreement, and (v) to the payment of future Base Payments in inverse order of maturity; provided, however, that [(1)] at the option of Lessor, Lessor may deliver funds held in the Project Fund to the Lessee to be applied to additional Project Costs or future debt service payments[, and (2) in no event will Lessor apply any funds in the manner set forth herein if it is advised in an Opinion of Counsel provided by the Lessee that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Base Payments] [Note: delete in taxable transactions]. Any prepayment pursuant to this Section shall not affect any other Lessee payment obligation hereunder. Lessor shall notify the Lessee of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

- **4.04.** <u>Investment.</u> (a) The Lessee and Lessor agree that money in the Project Fund will be continuously invested and reinvested as directed by Lessor in a manner that meets the requirements of Section 6-5-10 of the Code of Laws of South Carolina 1976, as amended.
- (b) From and after the date that is three years from the Closing Date, the Lessee and Lessor agree that money in the Project Fund will not be invested at a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under this Agreement, unless the Lessee has supplied Lessor with an Opinion of Counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Base Payments would otherwise be entitled. [Note: this provision is not required in taxable transactions]
- (c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.
- (d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

ARTICLE V LESSEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES

5.01. Covenant as to Tax Exemption.

- (a) The Lessee covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Agreement under Section 103 of the Code. In particular, the Lessee covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Agreement, any funds of the Lessee or any property financed or refinanced with funds provided to the Lessee under this Agreement, or otherwise take or omit to take any action, that would cause the obligation created by this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Lessee will maintain books on which will be recorded (i) Lessor or (ii) any assignee of the Base Payments due under this Agreement, as the registered owner of such Base Payments. To that end, the Lessee has executed the Use of Proceeds Certificate dated as of the date hereof (the "Use of Proceeds Certificate") and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.
- (b) The Lessee hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Agreement, and its use of any property financed or refinanced with funds provided under this Agreement, are true, correct and complete.
- (c) Without limiting the generality of the foregoing, the Lessee agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Agreement from time to time. This covenant shall survive the termination of this Agreement.
- (d) Notwithstanding any provision of this Section, if the Lessee shall provide to Lessor an Opinion of Counsel to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligation created by this Agreement pursuant to Section 103 of the Code, the Lessee and Lessor may rely conclusively on such opinion in complying with the provisions thereof.
- (e) To the extent permitted by law, the Lessee hereby designates and authorizes Lessor and its employees as its agents and attorneys-in-fact of the Lessee for the purpose of preparing and filing with the IRS a Form 8038-G (or other form required under Section 149(e) of the Code) with respect to this Agreement.
- (f) The Lessee acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Base Payments depends upon

continuing compliance with such rules. The Lessee therefore covenants to take all reasonable action to assure that Lessee personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

- (g) The Lessee represents that the aggregate face amount of all tax-exempt obligations issued by the Lessee and all subordinate entities during the current calendar year does not, and will not, exceed \$10,000,000. The Lessee also represents that it has designated each of the Base Payments under this Agreement as a "qualified tax-exempt obligation" for the purposes of the Code. [Note: remove this paragraph if transaction is not bank qualified.] [Note: remove this Section 5.01 in taxable transactions]
- **5.02.** Validity of Organization and Acts. The Lessee is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the Lessee.
- 5.03. <u>Maintenance of Existence</u>. The Lessee shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Lessee's obligations under this Agreement.
- 5.04. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Lessee's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition and equipping of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.
- 5.05. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the Lessee's knowledge, constitutes a violation of any provision of law governing the Lessee or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Lessee is a party or by which the Lessee is bound.
- **5.06.** No Litigation. There is no litigation or any governmental administrative proceeding to which the Lessee (or any official thereof in an official capacity) is a party that is pending or, to the best of the Lessee's knowledge after reasonable investigation, threatened with respect to (a) the Lessee's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other officer of the Lessee, (e) any authority or proceedings

relating to the Lessee's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

- 5.07. No Current Default or Violation. (a) The Lessee is not in violation of any existing law, rule or regulation applicable to it, (b) the Lessee is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Lessee is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.
- **5.08.** No Misrepresentation. No representation, covenant or warranty by the Lessee in this Agreement is false or misleading in any material respect.
- **5.09.** Further Instruments. Upon Lessor's request, the Lessee shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Lessor to carry out the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.
- **5.10.** Lessor's Advances for Performance of Lessee's Obligations. If the Lessee fails to perform any of its obligations under this Agreement, Lessor is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Lessor (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Security Property, and any associated legal or other expenses) shall be secured as Additional Payments under this Agreement. The Lessee promises to pay all such amounts to Lessor immediately upon demand.
- 5.11. Equipment Will Be Used. The acquisition and equipping of the Equipment is necessary and expedient for the Lessee, and will perform essential functions of the Lessee appropriate for units of local government. The Lessee has an immediate need for, and expects to make immediate use of, the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

5.12. Financial Information.

- (a) The Lessee shall send to Lessor a copy of (i) the Lessee's audited financial statements for each Fiscal Year within 30 days of the Lessee's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year, and (ii) a copy of Lessee's budget no later than the earlier of (A) 10 days from its date of adoption or (B) the first day of the related Fiscal Year.
- (b) The Lessee shall furnish Lessor, at such reasonable times as Lessor shall request, all other financial information (including, without limitation, the Lessee's annual budget as

submitted or approved) as Lessor may reasonably request. Lessee shall permit Lessor or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom.

5.13. Taxes and Other Governmental Charges. The Lessee shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Lessee shall not allow any liens for taxes, assessments or governmental charges with respect to the Security Property or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Security Property or any portion thereof which, if not paid, will become a charge on any interest in the Security Property, including Lessor's interest, or the rentals and revenues derived therefrom or hereunder).

5.14. Insurance.

- (a) Lessee shall, at its own expense, procure and maintain continuously in effect during the pendency of this Agreement: (i) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and assigns from liability in all events, both personal injury and property damage, with a coverage amount acceptable to Lessor in its sole discretion, and (ii) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the replacement cost of the Equipment.
- (b) All insurance policies required by this Section 5.14 shall be taken out and maintained with insurance companies acceptable to Lessor. Each insurance policy shall name Lessor and its assigns as an additional insured party or a loss payee, as their interest shall appear, regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and its assigns. This Agreement shall not become effective unless Lessee has supplied Lessor with a certificate showing, as to each insurance coverage required hereunder, the name, address and phone number of Lessee's intended carrier, the policy limits, and the applicable deductible. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor that such insurance coverages are in place and, prior to the expiration of any insurance policy required hereunder, shall provide Lessor evidence of all renewals or replacements thereof.
- (c) With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor in its sole discretion.
- (d) The Lessee shall provide, upon request, evidence of compliance with this Section 5.14. A certificate signed by an authorized officer of Lessee or policy summary which lists all carriers, policy numbers, coverage limits and deductibles of policies required under this Section 5.14 shall constitute sufficient evidence of compliance.

ARTICLE VI THE EQUIPMENT

- **6.01.** Acquisition and Equipping. The Lessee shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the Equipment when properly delivered, provide for the proper equipping thereof and thereafter promptly place each such portion in service.
- **6.02.** Changes in Location. The Lessee shall promptly inform Lessor if any component of the Equipment shall be moved from the corporate boundaries of the Lessee.
- 6.03. Acquisition and Equipping within Funds Available. The Lessee represents that, based upon its examination of the plans and specifications for the Equipment, estimated equipping costs and the Equipment's anticipated configuration, the Equipment can be acquired and equipped for a total price within the total amount of funds to be available therefor from the Amount Advanced, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes from the Amount Advanced shall be insufficient to pay the entire cost of acquiring and equipping the Equipment, the Lessee promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Lessee under this Agreement.
- 6.04. Disclaimer of Warranties. The Lessee agrees that Lessor has not designed the Equipment, that Lessor has not supplied any plans or specifications with respect thereto and that Lessor (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition and equipping thereof, (c) has not, at any time, had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Lessee intends therefor, or (iii) is safe in any manner or respect.

LESSOR MAKES NO **EXPRESS** OR **IMPLIED WARRANTY** OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and equipping of the

Equipment; or any other characteristic of the Equipment; it being agreed that the Lessee is to bear all risks relating to the Equipment, the equipping thereof and the transactions contemplated by this Agreement, and the Lessee hereby waives the benefits of any and all implied warranties and representations of Lessor.

The provisions of this Section shall survive the Agreement's termination.

6.05. Right of Entry and Inspection. Lessor and its representatives and agents shall have the right to enter upon the Lessee's property and inspect the Equipment from time to time, and the Lessee shall cause any vendor, contractor or sub-contractor to cooperate with Lessor and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Lessor any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Lessor shall be deemed to impose upon Lessor any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon Lessor, and no warranties (either express or implied) are made by Lessor as to the quality or fitness of any improvement, any such inspection and approval being made solely for Lessor's benefit.

6.06. Compliance with Requirements.

- (a) The Lessee shall cause the Equipment to be equipped in a careful manner and in compliance with all applicable legal requirements.
- (b) The Lessee shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.
- (c) The Lessee shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.
- (d) In no event shall the Lessee use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.
- **6.07.** <u>Use and Operation</u>. The Lessee shall use and operate the Equipment and related property for its intended purposes, and for no other purpose unless required by law. The Lessee

shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

6.08. Maintenance and Repairs; Additions.

- (a) The Lessee shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.
- (b) The Lessee may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Lessee shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Lessor's rights under this Agreement.
- (c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.
- (d) Notwithstanding the provisions of subsection (c) above, however, the Lessee may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Lessee's sole property in which Lessor shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if Lessor shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.
- **6.09.** Security. The Lessee shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Lessee's personal property that is not subject to this Agreement.
- **6.10.** <u>Utilities.</u> The Lessee shall pay all charges for utility services furnished to or used on or in connection with the Equipment.
- **6.11.** Risk of Loss. The Lessee shall bear all risk of loss to and condemnation of the Equipment.

6.12. No Encumbrance, Mortgage or Pledge of the Equipment.

(a) The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Lessee shall

ARTICLE VII DEFAULTS AND REMEDIES; TERMINATION

7.01. Events of Default. An "Event of Default" is any of the following:

- (a) Except as provided in Section 3.05 or 7.04 hereof, the Lessee's failing to make any Base Payment when due.
- (b) The Lessee's breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as provided in subsection (a) of this Section, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by the Lessor, unless Lender shall agree in writing to an extension of such time prior to its expiration.
- (c) Any warranty, representation or statement made by the Lessee in this Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).
- (d) Any lien, charge or encumbrance prior to the security interest created under Section 2.03 hereof, or affecting the validity of this Agreement, is found to exist, or proceedings are instituted against the Lessee to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.
- **7.02.** Remedies on Default. Upon the occurrence and continuation of an Event of Default, and subject to Lessee's right of non-appropriation under Sections 3.05 and 7.04 hereof, Lessor shall have the right, at its option, without any further demand or notice, to pursue any one or more of the following remedies:
- (a) Declare the unpaid principal components of the Base Payments immediately due and payable;
- (b) Proceed by appropriate court action to enforce the Lessee's performance of the applicable covenants of this Agreement or to recover for the breach thereof;
- (c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Base Payments in any manner Lessor may reasonably deem appropriate; and
- (d) Avail itself of all available remedies under this Agreement, including execution as provided in Section 7.03 hereof, and, to the extent permitted by law, recovery of attorneys' fees and other expenses.

Any obligation of Lessee under this Section 7.02 to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted during the current

Fiscal Year and legally available to Lessee and legally applicable to the purpose for which payment is to be made.

- **7.03.** Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, Lessor shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.
- 7.04. Consequences of Nonappropriation. Upon an Event of Nonappropriation, the Lessee shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Lessee whatsoever. The Lessee agrees to peaceably surrender possession the Equipment to Lessor or its assignees on the first day of the Fiscal Year to which the Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States or Canada designated by Lessor.

In addition, upon the occurrence of any Event of Nonappropriation, Lessor may, without any further demand or notice, (a) withdraw any balance remaining in the Project Fund and apply such balance under the provisions of Section 4.03(d) hereof, and (b) take action with respect to the Lessee and the Equipment as contemplated in Section 7.05 hereof. An Event of Nonappropriation and resulting termination of this Agreement shall not relieve the Lessee of liability for any defaults under this Agreement occurring prior to the Event of Nonappropriation, or of liability under those provisions of this Agreement which are stated to survive termination.

7.05. Possession of Equipment. Upon the continuation of an Event of Default or the occurrence of an Event of Nonappropriation, the Lessee shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of Lessor), and thereupon the Lessee (a) shall pay monthly in advance to Lessor a fair and reasonable rental value for the use and possession of the Equipment (in an amount Lessor shall determine in its reasonable judgment), and (b) upon Lessor's demand, shall deliver possession of the Equipment to Lessor or, at Lessor's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default or the occurrence of an Event of Nonappropriation, Lessor, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Lessee's account and in reduction of the Lessee's corresponding Required Payments in such fashion as Lessor shall reasonably deem appropriate. Lessor shall be liable to account only for rents and profits it actually receives.

7.06. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If

ARTICLE VIII MISCELLANEOUS

8.01. Notices.

- (a) Any communication required or permitted by this Agreement must be in writing.
- (b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, addressed as follows:
 - (i) If to the Lessee, to [NAME OF LESSEE], Attn: _____, [ADDRESS], [NAME OF LESSEE], South Carolina; or
 - (ii) If to Lessor, to SouthState Bank, N.A., [Address].
- (c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.
- **8.02.** No Assignments by Lessee. The Lessee shall not sell or assign any interest in this Agreement.
- **8.03.** Assignments by Lessor. Lessor may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Agreement, including, without limitation, Lessor's rights to receive Required Payments. Any assignment made by Lessor or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lessor pursuant to this Agreement.

The Lessee agrees that this Agreement may become part of a pool of obligations at Lessor's or its assignee's option. Lessor or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of Lessor's interest in the Equipment or this Agreement shall be effective unless and until the Lessee shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Lessee further agrees that Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Lessee receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The Lessee agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Lessee, and the Lessee shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Lessee shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

- **8.04.** Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the Lessee and Lessor.
- **8.05.** Governing Law. The Lessee and Lessor intend that State law shall govern this Agreement.
- **8.06.** Liability of Officers and Agents. No officer, agent or employee of the Lessee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Lessee from the performance of any official duty provided by law.
- **8.07.** Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.
- **8.08.** Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.
- **8.09.** Entire Agreement. This Agreement constitutes the Lessee's entire agreement with respect to the general subject matter covered by this Agreement.
- **8.10.** Binding Effect. Subject to the specific provisions of this Agreement, and in particular, Section 8.03 hereof, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]



Pancreatic Cancer Proclamation

Declaring November 21, 2024, as World Pancreatic Cancer Day in the City of Walterboro.

WHEREAS in 2024, an estimated 66,440 people will be diagnosed with pancreatic cancer in the United States and 51,750 will die from the disease and;

WHEREAS pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and is projected to become the second leading cause around 2030 and;

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate at just 13 percent and;

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 91 percent of pancreatic cancer patients die within the first five years and;

WHEREAS approximately 920 deaths will occur in South Carolina in 2024 and;

WHEREAS pancreatic Cancer is the seventh most common cause of cancer – related death across the world and;

WHEREAS there were an estimated 510,992 new pancreatic cancer cases diagnosed worldwide in 2022 and;

WHEREAS the good health and well-being of the residents of the City of Walterboro are enhanced as a direct result of increased awareness about the symptoms and risks of pancreatic cancer, and research into early detection, causes, and effective treatments.

NOW, THEREFORE BE IT RESOLVED that Mayor Bill Young and Walterboro City Council declare November 21, 2024, as World Pancreatic Cancer Day in the City of Walterboro.

	Willima T. Young, Jr., Mayor
Adrienne Nettles City Clerk	



November 9, 2023

Walterboro City Council 242 Hampton Street Walterboro, SC 29488

Re: Street Closures for the 2024 Christmas Parade Sunday, December 8, 2024

Dear Walterboro City Council,

The Walterboro Christmas Parade will be held on Sunday, December 8, 2024, at 6:00 P.M. The parade route will begin on Hampton Street at the Colleton Civic Center, it will proceed east, turn right onto Jefferies Boulevard, turn right onto Washington Street, then right onto Neyle Street, making another right on North Miller Street and ending back at the Colleton Civic Center on Hampton Street. The parade route is approximately one mile long. In addition, I am requesting that four parking spots be blocked off in front of the waterfall on Washington Street for announcing and judging the parade. After discussing with Chief Wade Marvin and his staff, I formally request Hampton Street from Jefferies Boulevard, Hampton Street to North Memorial and intersection of Hampton Street and North and South Miller street, be closed at 4:00 pm, as well as the rest of the parade route.

Thank you for your favorable consideration of this request.

Sincerely,

Ryan R. McLeod Assistant City Manager



MEMORANDUM

TO:

Mayor and City Council

FROM:

City Manager

DATE:

November 1, 2024

SUBJECT:

Request to Purchase Pickup Truck for Utilities Department

The FY 2024-2025 Utilities Department budget allocated \$52,000 for the purchase of a new pickup truck. The Utilities Department received bids from two (2) dealers and one (1) bid that did not meet the specifications required by the Utilities Director.

<u>Dealer</u>	<u>Vehicle</u>	Total Price
Walterboro Ford (Walterboro, SC)	2025 Ford F-150 Crew Cab	\$55,718.00
Family Ford (St. George, SC)	2025 Ford F-150 Crew Cab	\$56,975.00
Cooper Chevrolet (Walterboro, SC)		Unqualified

Staff recommends purchasing a 2025 Ford F-150 Crew Cab from Walterboro Ford (Walterboro, SC) in the amount of \$55,718.00. The Utilities Department will absorb the \$3,718.00 shortfall. 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

From: Wayne Crosby, Utilities Director

Re:

Truck Purchase

Date: October 28, 2024

The City of Walterboro's Utilities Department solicited bids for the purchase of a Pickup Truck to be used in the water department. This is an approved purchase in the current year's budget (2024-2025).

The City received bids from three (3) dealerships including Walterboro Motor Sales, Family Ford and Cooper Chevrolet. The bid from Cooper Chevrolet was not comparable to those received from Waterboro Motor Sales and Family Ford and did not reflect the required specifications. Therefore, the bid from Cooper Chevrolet was unqualified. A low bid of \$55,718.00 was received from Walterboro Motor Sales. The bids were as follows:

Contractor	Base Bid
Walterboro Ford	\$55,718.00
Family Ford	\$56,975.00
Cooper Moter	unqualified

It is therefore staff's recommendation to award this bid purchase to Walterboro Ford in the amount of \$55,718.00.

Please quote us you're your price for services specified below not later than Friday, October 25, 2024 @ 10 a.m.

DESCRIPTION: 2025 Ford F-150 Crew Cab

 $\textbf{INSTRUCTIONS: Signed quotes may be e-mailed to the attention of \ Wayne \ Crosby \ at \ the \ below \ address.}$

Return your information with an adequate description of your product, and schedule of pricing. It is agreed that the City may accept all, none or any part of this quotation.

All communications must be directed to: Wayne Crosby, Director of Utilities wcrosby@walterborosc.org	Conference/Site Visit: N/A
Phone:843-782-1020	
SUBMIT QUESTIONS TO THE ABOVE FAX OR E-MA	AILBY: Wednesday, October 23, 2024
@ 10 a.m. Procurement Official	Procurement Officer:
Signature:	
All requests for information must be signed by authorized to bind an agreement for that comp	a company official duly pany.
Authorized Signature:	Printed Name: TARGNOLI
Company: Les Doro Forch	Social Security or Federal Tax No:
Mailing Address Bells Hay	Date: Fax Number:
City: Walterboro 5 Ca94	Zip: Telephone:
Are you a Certified Minority Vendor (MBE) YES If yes, please provide certification number:	NO _

55718

SPECIFICATIONS

SCOPE OF SOLICITATION:

The City of Walterboro is inviting vendors to provide pricing for 1 (one) 2025 Ford F-150 Crew Cab Pickup or 1 (one) comparable Chevrolet Crew Cab Pickup.

Total price including taxes \$ 55718

Specifications:

- Crew Cab 4X4
- Short Bed 6.5'
- Running Boards
- V-8 Engine
- Rear View Camera
 - Reverse Sensing System
 - Automatic Transmission
 - A-C
 - AM- FM Radio
 - Power Steering
 - Power-Brakes
 - Power Windows and Door Locks
 - Cruise Control

malkerporo

Please quote us you're your price for services specified below not later than Friday, October 25, 2024 @ 10 a.m.

DESCRIPTION: 2025 Ford F-150 Crew Cab

INSTRUCTIONS: Signed quotes may be e-mailed to the attention of Wayne Crosby at the below address.

Return your information with an adequate description of your product, and schedule of pricing. It is agreed that the City may accept all, none or any part of this quotation.

All communications must be directed to: Wayne Crosby, Director of Utilities	Conference/Site Visit: N/A
wcrosby@waiterborosc.org	
Phone:843-782-1020	
SUBMIT QUESTIONS TO THE ABOVE FAX OR E-M @ 10 a.m.	IAIL BY: Wednesday, October 23, 2024
Procurement Official Signature:	Procurement Officer:
pignatue.	•
All requests for information must be signed be authorized to bind an agreement for that com	y a company official duly pany.
Authorized Signature:	Printed Name: WS DUTY
Company TOND	Social Security or Federal Tax No:
Mailing Address: S866 Tim Bitter Blue #	Date: Fax Number:
S866 Jim Bitter Blue / City: State: 1 St Cearge 52	Zip: Telephone: 2947)
Are you a Certified Minority Vendor (MBE) YES If yes, please provide certification number:	NO

SPECIFICATIONS

SCOPE OF SOLICITATION:

The City of Walterboro is inviting vendors to provide pricing for 1 (one) 2025 Ford F-150 Crew Cab Pickup or 1 (one) comparable Chevrolet Crew Cab Pickup.

Total price including taxes \$ 56975.00

Specifications:

- Crew Cab 4X4
- Short Bed 6.5'
- Running Boards
- V-8 Engine
 Rear View Camera
 - Reverse Sensing System
 - Automatic Transmission
 - A-C
 - AM-FM Radio
 - Power Steering
 - Power-Brakes
 - Power Windows and Door Locks
 - Cruise Control





To: Walterboro City Council

Walterboro

Cc: Jeffrey P. Molinari, City Manager

From: Accommodations Tax Advisory Committee

Date: October 31, 2024

Re: Approvals at the October 31, 2024 meeting

At its rescheduled meeting held on October 31, 2024, the Accommodations Tax Advisory Committee approved the following requests:

Requests for 65% Tourism Fund	Requested	Approved
SC Artisans Center – marketing partnership & promos	\$24,000	\$24,000
Lowcountry African American Cultural Arts Festival	\$25,000	\$ 5,000
Colleton County Rice Festival	\$35,000	\$21,000

Should these requests be approved as submitted, the projected remaining balance for 2024-2025 will be approximately **\$265,930**. The remaining funds will be for consideration at the next scheduled meeting in February 2025 2024. Therefore, the Accommodations Tax Advisory Committee respectfully requests City Council approve these items.

October 31, 2024

Stefanie Smith Derwort Grants Manager SC Department of Commerce 1201 Main Street, Suite 1600 Columbia, SC 29201

RE: City of Walterboro

CDBG #4-CI-22-013, Gadsden Loop Water Upgrades

Cost Savings

Dear Ms. Derwort:

This letter is to request that the City receive local cost savings for the above referenced project. The City has contributed a total of \$105,558 in local funds towards this project.

The final budget revision shows a decrease in the amount of local funding in Water Facilities, and we would like to take the local cost savings of \$8,850 and expect \$23,783 to be returned to the state. We understand revisions reduce the city's match; however, the city matched the grant funds by 12%, which is over the required 10% in this project.

If you have any questions, please contact me or Kimberly Mullinax Varn at (843) 473-3964. Thank you for your consideration.

Sincerely,

Jeffrey P. Molinari City Manager

cc: Kimberly Mullinax Varn, LCOG



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ARTISANS

I. Basic Information

A. Project Name: Marketing Partnership & Promotions

B. Requested Amount: \$24,000

C. Total Project Cost: \$24,000

D. Applicant Information:

1. EIN# 57-0983458

2. David Smalls, Executive Director
3.318 Wichman Street
Walterboro, SC 29488 4.843-5490011 inf@scartisanscenter.com

II. Narrative

The South Carolina Artisans Center is the largest single tourist attraction located in Walterboro. It was officially designated the "Official Folk Art and Craft Center of South Carolina" by the governor in 2000. The Center was originally conceived as a rural economic tourism development project. It was determined early in the planning suges that this Center should have an economic impact upon the entire state and the projeds planners proceeded to make that happen. The Center now showcases the work of over 240 artists from 36 out of 46 counties across the state.

A. General Project Description:

We are continuing our efforb in diversifying our marketing and advertising outreach in a comprehensive manner. We were successful in obtaining a grant from The Evening Post Publishing Newspaper Group to expand our marketing efforts around the state through their extensive media brands. With the initial grant funding of \$6,000 from the City of Walterboro ATAX Committee in March 2024, we partnered with King & Columbus, a full-service marketing agency of the Evening Post Publishing Newspaper Group to create several videos for the Center, which produced two 15-second videos, two 30-second videos and two 60-second videos.

We were also successful in extending the partnership to December 2024. nirough our relationship with The Evening Post and some unapplied advertising credit, the partnership has

been extended again now to June 2025. We are requesting \$12,000 to continue to fund this comprehensive plan with The Evening Post which includes streaming, social media and print ads from January — June 2025. We will target the state's regional and metro markets of the Lowcountry, Midlands, Pee Dee and Upstate through their media channels.

Additionally, we are interested in continuing our current marketing campaign to regional and metro markets that are a short drive distance to the Center; Bluffton/ Hilton Head Island, Charleston, Columbia, Greenville/Spartanburg and Savannah, GA. We are requesting \$12,000 to fund this campaign from January -June 2025.

B. & C. Benefit to Tourism and/or Community:

We have become a major Tourist Destination off 1-95. Approximately 450,000 people have visited the Center over the past twenty nine (29) years. Over 95% of the Center's customers have traveled from outside of Colleton County and over 85% are visitors from another state. The majority of our customers have taken dme from their traveling to stop in Walterboro, shop at the Center and enjoy our exhibits. They are also looking for other places in Walterboro to shop and dine. The City of Walterboro has made downtown a wonderful place to send our visitors.

The South Carolina ArHsans Center is the only Tourist Attraction/Retail Venue in the Walterboro area that is open for business 6 days a week.

The South Carolina Artisans Center has consistently pursued all avenues of advertising and marketing including Facebook and Instagram pages and on our website www.southcarolinaartisanscenter.com.

D. Tracking:

This marketing and advertising campaign will utilize paid social media, Google ads, streaming ads, and print in the before mentioned regional markets. We will be provided monthly reports by the advertising agency to monitor the effectiveness of the campaign.

E. Duration of this project

The marketing campaign will be conducted from January - June 2025.

111. Budget

Revenue

ATAX \$24,000

Expenses

The Evening Post Media Channels:

Streaming 3,500 Social Media Ads 5,500

Print 3.000 Sub-total \$12,000

Marketing Campaign:

Streaming

3,000

Social Media Ads

5,000

Google Ads

Sub-total

\$12,000

Total

\$24,000

IV. Required Attachments

(Attached)

V. Billboard Information

VI. Prior Recipients Only

(A ttacheØ

To the Committee Members;

I could not establish connection with the application page and was unable to type my responses. Therefore, I am creating a page that will enable me to respond to the questions asked on the application. I realize that the deadline is due on October 7, 2024. If this is not adequate, please inform me.

Lillie Fowler Singleton

Lowcountry African American Cultural Arts Festival, Director

I.BASIC INFORMATION

A. Project Name

Lowcountry African American Cultural Arts Festival

- B. Amount Requested from City of Walterboro A-Tax Funds \$25,000.00
- C. Total Cost of Project

Approximately \$25,000.00

- D. Applicant Information:
 - 1 . Organization name with Federal ID Number Lowcountry African American Cultural Arts Festival Charity Public ID. P72915
 - 2. Contact Name: Lillie Fowler Singleton
 - 3. 373 Partridge Trail. Walterboro, SC. 29488
 - 4. 843-510-9156. Email: zolasdaughter@gmail.oom

II.NARATIVE

A. Provide a detailed description of the project to be accomplished with A-tax funding to include at least the following mandatory components.

The mission of the Lowcountry African American Cultural Arts Festival is to celebrate the gifted and talented artists in the Lowcountry who embrace the African American culture. Our VISION is to be inclusive and to inspire all of the citizens of the Lowcountry by offering informed, diverse, and culturally inspiring artisans and artists who bring awareness to the African American heritage.

Our committee has sponsored this festival for two consecutive years. The community have been quite supportive of our endeavors. Several artists from the Lowcountry have submitted their work for display and volunteers have devoted several hours of support. We have been in partnership with the Colleton County Civic Center who sponsored the Robert Smalls re-enactment, and more than 450 students were in attendance. Claflin University concert choir performed songs to supportive audiences. In 2025 South Carolina State University Concert Choir will be performing. A reception was given with the guest speaker being Ann McGill of the Live 5 News. For 2025, our guest speaker for the reception will be Raphael James. Food for the reception was prepared bythe students of TCTC. They gained experience in preparing and catering to a large crowd.

Our committee managed and displayed more than 200 quilts and 50 art displays over the past two years. All were well received by visitors and there were no negative incidents during the presentations. Most of the visitors were from surrounding counties. After our first year of displays, we decided to hire two people to monitor the displays. They were able to answer questions our visitors asked.

We had sign in sheets for our visitors so that we could have a count and list of where our visitors were from.

The local businesses that contributed funding and gifts were printed on the back of all programs. They included, PRTC, State Farm/Keisha Brown, Coastal Electric Company, StateFarm / Jennifer Ortiz, Bank of the Lowcountry, Colleton County Memorial Library, Colleton County Museum and Farmer's Market, Colleton County Civic Center, St. Peter's AME Church and New Life United Methodist Church. Our largest contributors were Black Belt Justice Center/Acres of Ancestry and Colleton County ATAX Funding.

We are presently asking different organizations from the community to participate by sponsoring an activity. We should have the list of participants by December.

Palmetto Rural Telephone Company has written articles about our programs which has reached a large majority of its customers.

We have been on the morning show Palmetto Life (channel 5), Charleston informative show with Rev. Randolph Miller, PRTC local television station, and have advertised on local radio stations. The Press and Standard has also advertised all events.

B. Benefit to Tourism

Tourist will be able to experience the arts, crafts, music, entertainment and foods that is relative to the Lowcountrya C. Benefit to the Community

The community will be able to display their talents and possible inspire the younger generation to develop an interest in a new art form.

D. Tracking: Number of hotel/motel room nights projected to be added as a direct result of this project (Include brief explanation as to the calculation used for this estimate as well as description of how you plan to track this information.

This will be a difficult undertaking. However, we can use the sign in sheets to have the participants to list where they are from. Those who list their homes for more than 100 miles may be considered to have obtained lodging in our area.

E. Duration of Project (Start and End dates)

The festival takes a lot of planning. We have already started this. However, the activities will continue throughout the month of February for Black History month.

F. List Permits (if any)

N/A

G. Additional comments (Optional)

We feel that Colleton County has been receiving a lot of negative publicity lately. But no more than many of the other small counties in the states. We have plenty of sport activities for our youth, but the cultural experiences are lacking. Everyone is not sports inclined. By exhibiting and introducing the arts, it will give those in the non-sport category encouragement to be creative.

A. Advertisements: Radio, television, brochures, postage. \$5,000.

B. Venues for programs:

\$4,000.00

C. Entertainment:

\$13,500.00

D. Office Supplies:

\$ 500.00

E. Staff support

\$ 2,000.00

IV. REQUIRED ATTACHMENTS

- A. Letter from Secretary of State confirming non-profit status
- B. Organization's latest financial statement
- C. List of applicant's board members, with full names and addresses Board Members:

Rev. Angela Ford Nelson — 763 Green Pond Hwy, Walterboro, SC. 29488 Lillie Fowler Singleton 373 partridge Trail, Walterboro, SC. 29488

Tracey McCurty -4323 F Street, Washington, DC. 20019

Jacqueline Williams — 721 Knights Ave, Walterboro, SC. 29488

V.ff applying for billboard funding, you must include a picture/artwork for the billboard and the precise location of the board including miles from Walterboro, sc.

VI.PRIOR RECIPIENTS ONLY

For agencies that have received City of Walterboro A-tax funding in the past, please fill out the following form for the latest completed project and indicate the date received.

N/A

City of Walterboro Accommodations Tax Funding Request

Project Name

2025 Colleton County Rice Festival - 50th Annual

Amount Requested from City of Walterhqrq A-tax Funds \$35,000

Total Cost of Proiect \$138,000

Organization

Colleton County Rice Festival PO Box 1705 Walterboro, SC 29488 Federal

ID Number: 57-0691134

843-549-1079 (Phone) 843-549-5232 (Fax) ricefestival@lowcountry.com

Contact: Ashley Rohde, Event Director Contact: Mahallie Martin, President

Event Descriptionmarrative

Our board has begun planningfor the 50th Annual Colleton County Rice FestivaL The festival is scheduledfor April 21-27, 2025. While thefestival is traditionally a two-day event, we hope to offer at least one event each dayfor the entire week in celebration of our 50th year!

The Colleton County Rice Festival is held annually on the Friday and Saturday of the last full week of April each year, with a few pre and post outlying events. It has become a premier springtime event throughout the Southeast region and offers something for every age and interest. In 2024 an estimated 20,000 visitors attended the festival over the weekend-long event. The Rice Festival crowds are growing exponentially as we draw more out-of-town attendees each year. We plan to market our event using a combination of newspaper, billboard, direct print (flyers, event guide), radio, television and social media advertising. Billboard, television and social media, especially, allow us accuracy in reaching our target out-of-area audience.

The following is a proposed schedule of events for the 2025 Rice Festival:

Friday and Saturday

100+ vendors will line Hampton Sfreet showcasing unique arts, crafts, and other items for sale. These vendors will also include non-profit organizations and business sponsors. Featured street vendors are:

e The Largest Pot of Rice

Prepared by the Walterboro Civitans! Sales from this booth benefit the projects, scholarships and charitable donations this group continuously gives back to the community, especially the less fortunate and those with special needs. • Fake-a-Face Trish Daniels and her crew turn little festival-goers into the prettiest of princesses and the scariest of monsters with their unique face painting!

• Red Robyn Balloon Artist

Free balloon art for our smallest patrons!

THE FOOD COURT

City Parking lot between E. Washington Street and Hampton Street Friday and Saturday

We are proud to present our biggest and most diverse food court to date! We have rice, seafood, soulfood, pizza, smashburgers, ribs, BBQ, fried chicken, french fries, sausage dogs, tacos, hot dogs, sausage dogs, corndogs, ice cream, cake & sweet treats, funnel cakes, cotton candy, coffee & waffles, snowcones, Jamaican cuisine, Italian cuisine, Asian cuisine - you name it!

KIDS CARNIVAL

Lot behind City Utility Building Friday and Saturday

Family Fun Tyme provides fun rides for all ages and your favorite carnival treats! Ride tickets and/or all-day wristbands are available.

MAIN STAGE ENTERTAINMENT

Stage across from City Hall Friday and Saturday (schedule TBD) MAIN ENTERTAINMENT - TBD

ENTERTAINMENT CONSIDERATIONS: All American Lumberjack Show, Dock Dogs, Imagine Circus.

FRIDAY NIGHT CONCERT EAST COST PARTY BAND - CONFIRMED Walterboro Wildlife Center Amphitheater

Friday from 6:00pm-9:00pm

East Coast Party Band - always a crowd favorite!

Beer and wine will be sold. A 21+ event. Reserved VIP tables available.

PRTC RICE RUN 5K & 1 MILE FUN RUN

Start Line: Corner of W. Washington St. and Klein St.

Saturday

Registration starts at 6:30am-7:45am

5K and 1 Mile start simultaneously at 8:00am

5K: A scenic 3. I mile race through a quaint, downtown neighborhood and Walterboro Wildlife Sanctuary. The course starts with a gradual incline, turns into a winding nature trail followed by a few rolling hills, and ends with a flat decline.

Trophies for top 3 age group winners and CASH prizes for overall top 3 males and females. Each participant will receive a t-shirt and a finisher medal.

1 Mile: For all ages, runners and walkers — the Fun Run is just that — for FUN! It is not a race, so no placements or individual awards will be given. Each participant will receive a t-shirt and a finisher medal.

CAR SHOW

Walterboro Wildlife Center Parking Lot Saturday

The car show is hosted by Pharoahs Car Club. This event includes a 50/50 Raffle and Door Prizes as well as awards for: Participant Judging, Best in Show and 10 Top Picks. \$20 day-of registration only. All proceeds benefit FoCCAS!

PARADE

Jefferies Boulevard

Saturday at 11:00am

This annual event starts on Jefferies Boulevard at Defreville Sfreet and continues down Jefferies to Forest Hills Road (by Rizer Chevrolet), then tums left and ends at Ivanhoe Shopping Center.

BALLOON ARTIST

Colleton County Courthouse (corner of Hampton and S. Walter St.) Saturday

Red Robyn balloons will be creating fun balloon animals for FREE!

DOG SHOW

Saturday

Location and time TBD

\$5 entry fee per dog, per category. Must bring proof of current rabies vaccination. All proceeds benefit Colleton County Animal Shelter. Categories include: Best Dressed, Best Look Alike (owner and dog), Best Trick, Golden Oldie (7+ years), Colleton Special (best mixed breed), Classiest Purebred, Prettiest Pup (1 year or under), Best shelter/rescue, Best In Show (Judge's Choice Award) 1st, 2nd and 3rd.

CORNHOLE TOURNAMENT

Ivanhoe Cinemas Parking Lot Saturday

This is a 30 team double elimination tournament with 2 player teams - BYO parmer. Cash prizes awarded to the top 3 teams: 1st - \$400, 2nd - \$200, 3rd - \$100.

SATURDAY NIGHT CONCERT

EAST COAST DUELNG PIANOS - Unconfirmed Artist

OR

SATURDAY NIGHT & LASER LIGHT SHOW - Unconfirmed

Walterboro Wildlife Center Amphitheater - FREE

PLUS bring the family and watch the firework finale right overhead!

FIREWORK FINALE

Saturday at 9:00pm

Cap off a fun-filled weekend with this vibrant firework show. Prime viewing locations: Ivanhoe Parking Lot, Hargo Hill, Walterboro Wildlife Center Amphitheater - Mighty Kicks Performing, Downtown Walterboro.

BALL TOURNAMENT - Proposed New Event

Colleton County Recreation Center 280 Recreation Lane, Walterboro SC Saturday & Sunday, April 27-28th Times TBD

This 2-day tournament will be hosted by a local boys and girls travel ball teams raising funds for their program expenses. They plan to bring in at least 12 teams from across the

state. An adult tournament will also be hosted by a group of first reponsders looking to raise funds for MUSC Burn Center.

GOLF TOURNAMENT

Dogwood Hills Golf Course 1 Dogwood Lane, Walterboro SC Sunday, April 28th Arrive by 8:00am I Tee off at 9:00am

This is an 18-hole, captain's choice tournament with 2 man teams. The cost is \$60 per player to enter. Prizes for 1st, 2nd, 3rd, Closest to the Pin, and Longest Drive.

Benefit to Tourism and the. Community

Special events and programs that erülance the quality of life make for an attractive package that draws tourists and potential residents to our area. The more visitors that come to Colleton County, the more secure are tourism-related jobs. Increased visitors also means increased sales and tax collections. Our festival is strategically located on the 1-95 South/North corridor, providing easy access from neighboring counties throughout the state and surrounding states.

In addition to countless festival patrons, we bring 100+ arts and crafts vendors and 25+ food vendors, of which approximately h are non-residents. The Rice Run draws 175+ participants, and our data shows that % of those participants reside outside of a 50-mile radius. We bring in entertainers from across South Carolina and the United States. A large portion of these visitors stay overnight at local hotels as well as patronize our local shops and restaurants while staying in Walterboro.

This year, the addition of the ball tournament on Saturday and Sunday guarantees to bring in at least 12 teams from outside Colleton County. Each team has 10-12 players with an estimated 1.5 spectators per player. At least half of these teams will not be able to travel each day and will need to stay at least one night.

We consider the Rice Festival one of the biggest opportunities to show off the place we call home, our culture, and all our city has to offer. Visitors are charmed by the quaint atmosphere and are encouraged to return.

Hotel Nights

When booking for the festival, we collect demographic information about our vendors, entertainers, and event participants. By these metrics alone, we estimate at least 120 hotel rooms for at least one night, although our entertainers stay a guaranteed 2 nights, as do most of our out-of-area vendors. With the addition of the ball tournament, we estimate 65 additional hotel rooms for at least one night.

Duration Of Project

Monday, April 21 st through Sunday, April 27th, with main festival days remaining Friday and Saturday, April 25-26th.

Permit*

The Colleton County Rice Festival works closely with City and County officials, Walterboro Police Department, Public Works, Colleton County Sheriff's Department, Fire Rescue, and EMS to secure all pennits and permissions required to host the festival and its ancillary events.

Additional Comments

We hope you will consider the slight increase in our requested funds this year to accommodate the added events for our 50th annual festival. Our business community does such a wonderful job supporting our festival each year, but ATAX funding affords our board the opportunity to grow and put on a great festival that will attract visitors to Walterboro without overtaxing our small business community.

Accommodations Tax Funding 2024

Received	\$30,000
Direct Tourism Expenditures	
Television Advertising	\$1,175
Radio Advertising	\$2,800
Newspaper Advertising	\$2,225
Social Media Advertising	\$218
Direct Print Advertising	\$628
Portalets	\$7,070
Stage & Bleacher Rental	\$3,510
Other	
Entertainment/Events, Website, Misc.	\$15,244
Total	\$32,870

Accommodations Tax Funding Proposal Request 2025

Direct Tourism Expenditures

Television Advertising	\$1,500
Radio Advertising	\$1,000
Newspaper Advertising	\$2,000
Social Media Advertising	\$500
Direct Print Advertising	\$500
Billboard Advertising	\$4,000
Portalets	\$7000

Other	Stage & Bleacher Rental	\$3500
Other	Entertainment/Events, Website, Misc.	\$15,000
Total		\$35,000



MEMORANDUM

TO:

Mayor and City Council

FROM:

City Manager

DATE:

November 1, 2024

SUBJECT:

I-95 Business Loop Landscaping

The FY 2024-2025 Parks Department budget allocated \$65,000 for the maintenance of the landscaping of the I-95 Business Loop Project and the Exit 53/57 interchanges. The Parks Department received seven (7) bids.

Contractor	Price
Galloway Enterprises (Harleyville, SC	\$28,220.00
Lowcountry Sod Pros (Summerville, SC)	\$46,800.00
Palmetto Landscaping (Summerville, SC)	\$63,382.00
Yellowstone Landscaping (North Charleston, SC)	\$66,800.00
Russell Landscape (North Charleston, SC)	\$83,340.00
J&J Hamilton Landscape (Walterboro, SC)	\$95,835.00
G&G Enterprises (Walterboro, SC)	\$231,000.00

Staff recommends awarding the contract to Palmetto Landscaping (Summerville, SC) in the amount of \$63,382.00. Palmetto Landscaping holds the current contract for this work and has the most experience with maintaining city-owned properties. While they are not the lowest bid, staff believes that their quality of work, dedication to service and readiness to complete the job make them the most qualified contractor. 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:

Jeffrey P. Molinari

City Manager

From:

Jonathan A. Burroughs

Parks Director

Date:

October 31st, 2024

Subject:

195 Loop Landscaping

At the July 2024 meeting, Council approved \$65,000.00 of the Parks Department's budget to be used for landscape services of the I 95 Business Loop and the I 95 Interchanges at exits 53 & 57

On October 29th, 2024, the City of Walterboro Parks Department received (7) bids for landscape services of the I 95 Business Loop and the I 95 Interchanges at exits 53 & 57.

Supplier

- 1. Galloway Enterprises \$28,220.00
- 2. Lowcountry Sod Pros \$46,800.00
- 3. Palmetto Landscaping \$63,382.00
- 4. Yellowstone Landscaping \$66,800.00
- 5. Russell Landscaping \$83,340.00
- 6. J&J Hamilton Landscape \$95,835.00
- 7. G&G Enterprises \$231,00.00

I am requesting that we award the contract to Palmetto Landscaping. This supplier holds the current contract for this job and has the most experience with landscaping city owned properties. While they are not the lowest bid, I feel that their quality of work, dedication to service and readiness to complete the job more than make up for the difference in price. The bid received from Palmetto Landscaping still falls within the allotted budget approved by City Council for this year's landscape maintenance services.

Location 1: Exit 53/ Vicinity of Sniders Highway/ SC Hwy 63 at 195 Walterboro, SC	Job Description: Landscaped Beds	Bid
1A – (2) beds totaling 1.33 acres (Inner triangle 195 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$226 / mo
1B – (22) beds totaling 1.1 acres (Beginning (1) mile out on 195 N and ending at the terminus of 195 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$187 / mo
1C - (2) beds totaling 1.73 acres (Inner triangle I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$294 / mo
1D – (18) beds totaling .54 acres (Beginning (1) mile out on I95 S and ending at the terminus of I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$90 / mo
1F - (4) triangular beds totaling less than .5 acres (4 corners of the Sniders Hwy /SC Hwy 63 bridge over l95 at exit 53)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$90 / mo
*** (48) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	700 CY - \$53,200 pine bark chips installed
Total Acreage: 5.5 acres ~		Total Price: \$ \$887 / mo

	\$887/mo x 12 4\$ 10,644.00
Company Name: Galloway Enterprises	(0 \$ 15 0 11 00
Contact Person: David Galloway	70,644
Address: PO Box 327	
City/State/Zip: <u>Harleyville, SC 29448</u>	
Phone Number:	
Cell Phone Number: <u>(843)</u> 609-5160	
E-mail	
Address: Dave@GallowayEnterprises.com	
Signature: Du Gullm	
Contractor's License No: EIN 56-2659878	
THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART	OF YOUR BID

****Bid 195 Exit 53 Interchange Landscaping***

Location 2: Exit 57/ Vicinity of	Job Description:	Bid
Bells Highway/ SC Hwy 64 at 195 Walterboro, SC	Landscaped Beds/ Median	
2A - (4) beds totaling 1 acre (In between entrance and exit ramps I95 N)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$170 / mo
2B - (4) beds totaling 0.62 acres (Inner loop I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$105.40 / mo
2C - (1) bed totaling 0.19 acres (Inner triangle between I95 N exit ramp split to N and S Bells Hwy/ SC Hwy 64)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$32.30 / mo
2D - (18) beds totaling 1.1 acres (Beginning (1) mile out on 195 N and terminating near the bridge over the former CSX railway line)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$187 / mo
2E - (3) beds totaling 1.2 acres (In between entrance and exit ramps I95 S)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$204 / mo
2F - (3) beds totaling 0.65 acres (Inner loop I95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$110.50 / mo
2G - (1) bed totaling .09 acres (Inner triangle between I95 S approaches from N and S Bells Hwy/ SC Hwy 64 to entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$15.30 / mo
2H - (19) beds 1.25 acres (Beginning (1) mile out and ending at the terminus of I95 S exit ramp	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$212.50 / mo
2I - (1) bed totaling .28 acres (Median bed between N and S Bells Hwy/ SC Hwy 64 going under I95 N and S bridges)	Maintain all bushes, shrubs, trees, grass and weeds within paved boundaries/guardrails and concrete median extending from edge of bed to intersection of Bells Hwy/ SC Hwy 64 and Hiers Corner Rd.	\$47.60 / mo
*** (54) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	782 CY - \$59,500 pine bark chips installed
otal Acreage: 6.38 acres ~		Total Price: \$
		\$1,084.60 / mo

Company Name: Galloway Enterprises
Contact Person: David Galloway
Address: PO Box 327
City/State/Zip: Harleyville, SC 29448
Phone Number:
Cell Phone Number: (843) 609-5160
E-mail
Address: Dave@GallowayEnterprises.com
Signature: Oth Gram
Contractor's License No: EIN 56-2659878
THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID
****Bid 195 Exit 57 Interchange Landscaping ****

\$1,084.60/mox12 4913,008.00



Location 3: Sniders Hwy/ Jefferies Blvd. from I 95 to intersection with Bells Hwy (SC Hwy 64)	Job Description: Landscaped Medians/ Solid Concrete Medians/ Beds	Bid
3A - (13) landscaped medians totaling 1.4 acres (Exit 53 I95 interchange to intersection of Jefferies Blvd and Ireland Creek Drive.)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds/ maintain weeds growing in solid concrete section of median all the way to the edge of the road/ asphalt.	\$238 / mo
3B – (2) triangular beds totaling .5 acres (Intersection of Sniders Hwy/ SC Hwy 63 and Hendersonville Hwy at the Walterboro Welcome Sign)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$85 / mo
3C - (2) beds totaling less than .1 acre (Either side of Beech Rd. at the intersection of Sniders Hwy/ SC Hwy 63)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$17 / mo
3D – (9) solid concrete medians totaling less than .2 acres (Beginning at the intersection of N Jefferies Blvd and Bells Hwy/ SC Hwy 64 and ending Sniders Hwy/ SC Hwy 63 Bridge crossing 195	Eliminate all weeds/vegetation growing in, up or through cracks to the edge of the concrete where it meets the paved road surface	\$34 / mo
*** (26) beds/medians total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	416 CY - \$31,600 pine bark chips installed
		Total Price: \$ \$374 / mo

Company Name: Galloway Enterprises
Contact Person: David Galloway
Address: PO Box 327
City/State/Zip: Harleyville, SC 29448
Phone Number:
Cell Phone Number: <u>(843)</u> 609-5160
E-mail
Address: Dave@GallowayEnterprises.com
Signature: De Games
Contractor's License No: EIN 56-2659878
THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**** Jefferies Blvd./ Sniders Hwy Medians Landscaping****

\$374/mox12 44,488.00

Location 1: Exit 53/ Vicinity of	Job Description:	Bid
Sniders Highway/ SC Hwy 63 at 195 Walterboro, SC	Landscaped Beds	
1A – (2) beds totaling 1.33 acres (Inner triangle I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	5,000
1B – (22) beds totaling 1.1 acres (Beginning (1) mile out on I95 N and ending at the terminus of I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	5,000
1C - (2) beds totaling 1.73 acres (Inner triangle I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	6,00
1D – (18) beds totaling .54 acres (Beginning (1) mile out on 195 S and ending at the terminus of 195 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	4,000
1F - (4) triangular beds totaling less than .5 acres (4 corners of the Sniders Hwy /SC Hwy 63 bridge over 195 at exit 53)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	4,000
***(48) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	25,750
Total Acreage: 5.5 acres ~		Total Price: \$ 49,750

Company Name: 1 CW Counts Sed Pres	\$179,750
Company Name: Cu Country Sed Pros Contact Person: Sale Brosucil	-25, 750 mulch
Address: 186 Hazivert Rd. City/State/Zip: Samonile SC	
City/State/Zip: Samorile SC	\$24,000.00
Phone Number: (643) 964 - 4818	P 2 + 1 000
Cell Phone Number:	
E-mail .	
Address: loucountied prosegnation	
Signature: Contractor's ucense No:	
Contractor's Gense No:	
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****Bid 195 Exit 53 Interchange Landscaping***

Location 2: Exit 57/ Vicinity of	Job Description:	Bid
Bells Highway/ SC Hwy 64 at 195 Walterboro, SC	Landscaped Beds/ Median	
2A – (4) beds totaling 1 acre (In between entrance and exit ramps I95 N)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	3,000
2B - (4) beds totaling 0.62 acres (Inner loop I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	1,700
2C - (1) bed totaling 0.19 acres (Inner triangle between I95 N exit ramp split to N and S Bells Hwy/ SC Hwy 64)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	900
2D - (18) beds totaling 1.1 acres (Beginning (1) mile out on 195 N and terminating near the bridge over the former CSX railway line)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	4,000
2E - (3) beds totaling 1.2 acres (In between entrance and exit ramps I95 S)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	3,000
2F - (3) beds totaling 0.65 acres (Inner loop I95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	1,500
2G - (1) bed totaling .09 acres (Inner triangle between I95 S approaches from N and S Bells Hwy/ SC Hwy 64 to entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	500
2H - (19) beds 1.25 acres (Beginning (1) mile out and ending at the terminus of I95 S exit ramp	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	2,000
2I - (1) bed totaling .28 acres (Median bed between N and S Bells Hwy/ SC Hwy 64 going under I95 N and S bridges)	Maintain all bushes, shrubs, trees, grass and weeds within paved boundaries/guardrails and concrete median extending from edge of bed to intersection of Bells Hwy/ SC Hwy 64 and Hiers Corner Rd.	400
*** (54) beds total Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	30,500
Total Acreage: 6.38 acres ~		Total Price: \$ 47,000

Company Name: Law country Sort Pros	11 17 000
Contact Person: Soll Brasue!	DAT, 000
Address: 186 Hasworth Bd.	-30,500 mulch
City/State/Zip: Sunnawile SC 24486	
Phone Number: (+43) 904-4818	\$ 16,500.00
Cell Phone Number:	B (0) 300
E-mail E-mail	
Address: 100 can tres of pres of gma. 1.com Signature: fort	
Signature:	
Contractor's License No:	
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****Bid 195 Exit 57 Interchange Landscaping ****	

Location 3: Sniders Hwy/ Jefferies Blvd. from I 95 to intersection with Bells Hwy (SC Hwy 64)	Job Description: Landscaped Medians/ Solid Concrete Medians/ Beds	Bid
3A - (13) landscaped medians totaling 1.4 acres (Exit 53 l95 interchange to intersection of Jefferies Blvd and Ireland Creek Drive.)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds/ maintain weeds growing in solid concrete section of median all the way to the edge of the road/ asphalt.	3,500
3B - (2) triangular beds totaling .5 acres (Intersection of Sniders Hwy/ SC Hwy 63 and Hendersonville Hwy at the Walterboro Welcome Sign)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	27200
3C – (2) beds totaling less than .1 acre (Either side of Beech Rd. at the intersection of Sniders Hwy/ SC Hwy 63)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	300
3D – (9) solid concrete medians totaling less than .2 acres (Beginning at the intersection of N Jefferies Blvd and Bells Hwy/ SC Hwy 64 and ending Sniders Hwy/ SC Hwy 63 Bridge crossing 195	Eliminate all weeds/vegetation growing in, up or through cracks to the edge of the concrete where it meets the paved road surface	300
*** (26) beds/medians total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	16,500
		Total Price: \$ 2 7 3800

Company Name: Lowards Soil Prod Contact Person: Soil Bresquell	
Contact Person: Soil Brigging!	\$22,800
Address: 186 Hogworth Rd.	\$ 6 000
Address: 186 Hogworth Pd. City/State/Zip: Sunneville SC 29416	-16,500
Phone Number: (843) 904-4818	
Cell Phone Number:	\$ 6,300.00
E-mail .	
Address: /cercentre sodges es enc. 1. com	
Signature:	
Contractor's License No:	
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**** Jefferies Blvd./ Sniders Hwy Medians Landscaping****	

PALMETTO LANDSCAPING and Design, LLC

598 Orangeburg Rd, Summerville, SC 29483
Phone (843) 810-4998 Fax (843) 879-9188
info@palmettolandscapinganddesign.com

- E. <u>Agreement:</u> The Contract represents the ent and supersedes prior negotiations, represents Contract may be amended or modified only !
- F. <u>Delays:</u> If the Contractor is delayed at any tir the Work, or by labor disputes, fire, unusual c causes beyond the Contractor's control, the (for such reasonable time warranted.
- G. <u>Jurisdiction</u>: The Contract shall be governed courts of Colleton County, South Carolina arising out of this Contract. No controversy or breach thereof, shall be settled by Arbitral may be mediated, either prior to or after a cl

\$ 63,382.00 per year total

- H. Equipment and Personnel: Contractor will provide all equipment required for the execution of this contract. Equipment will be maintained in good and safe operating condition, and any applicable fees, permits, inspections will be secured at the contractor's expense. All personnel employed to fulfill the terms of this contract shall at all times be under the direct supervision of the contractor or a designated on-site supervisor. Uniforms must identify contractor's employees, name tags or appropriate logo.
- I. <u>Contractor Response:</u> Contractor will respond to work request of City of Walterboro within (2) days of the request (excluding Saturdays, Sunday & Holidays).
- J. Acts of God: In the event of hurricanes, tornadoes, hail storms, wind storms (35> mph), floods, etc., that create unusual large amounts of debris, an extra charge will be agreed upon between Palmetto Landscaping & Design, LLC and City of Walterboro for removal of the debris.

If agreed upon, the lawn maintenance services for City of Walterboro will be \$5,281.00 per month, \$63,382.00 annual). Contract work will be conducted on a 22 visits per year agreement. Changes to the contract will require both parties agreement.

Total payment for the month is due by the $\underline{1st}$ of the following month; payment after the (5^{th}) will result in a $\underline{15\%}$ late charge of any unpaid balance on the account.

Location 1 : Exit 53/ Vicinity of Sniders Highway/ SC Hwy 63 at 195 Walterboro, SC	Job Description: Landscaped Beds	Bid
1A – (2) beds totaling 1.33 acres (Inner triangle I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$4,092.31
1B – (22) beds totaling 1.1 acres (Beginning (1) mile out on 195 N and ending at the terminus of 195 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$3,384.62
1C - (2) beds totaling 1.73 acres (Inner triangle I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$5,323.08
1D – (18) beds totaling .54 acres (Beginning (1) mile out on I95 S and ending at the terminus of I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$1,661.54
1F – (4) triangular beds totaling less than .5 acres (4 corners of the Sniders Hwy /SC Hwy 63 bridge over l95 at exit 53)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$1,538.46
***(48) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	\$75.00 per yard mulch installed \$55.00 per man per hour \$75.00 per supervisor per hour
Total Acreage: 5.5 acres ~		Total Price: \$ \$16,000.00

Company Name: Yellowstone Landscape
Contact Person: Nathan B. Ball
Address: 2819 Industrial Ave Bldg 200
City/State/Zip: North Charleston, SC 29405
Phone Number: <u>843-225-2380</u>
Cell Phone Number: 864-551-0979
E-mail
Address: nball@yellowstonelandscape.com
Signature: Nathan B. Ball
Contractor's License No:
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^{****}Bid 195 Exit 53 Interchange Landscaping***

Location 2 : Exit 57/ Vicinity of Bells Highway/ SC Hwy 64 at 195 Walterboro, SC	Job Description: Landscaped Beds/ Median	Bid
2A - (4) beds totaling 1 acre (In between entrance and exit ramps I95 N)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$4,279.00
2B - (4) beds totaling 0.62 acres (Inner loop I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,642.98
2C - (1) bed totaling 0.19 acres (Inner triangle between I95 N exit ramp split to N and S Bells Hwy/ SC Hwy 64)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	813.01
2D - (18) beds totaling 1.1 acres (Beginning (1) mile out on 195 N and terminating near the bridge over the former CSX railway line)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$4,706.90
2E - (3) beds totaling 1.2 acres (In between entrance and exit ramps I95 S)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$5,134.80
2F - (3) beds totaling 0.65 acres (Inner loop I95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,781.35
2G - (1) bed totaling .09 acres (Inner triangle between I95 S approaches from N and S Bells Hwy/ SC Hwy 64 to entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$385.11
2H - (19) beds 1.25 acres (Beginning (1) mile out and ending at the terminus of I95 S exit ramp	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$5,348.75
2I - (1) bed totaling .28 acres (Median bed between N and S Bells Hwy/ SC Hwy 64 going under I95 N and S bridges)	Maintain all bushes, shrubs, trees, grass and weeds within paved boundaries/guardrails and concrete median extending from edge of bed to intersection of Bells Hwy/ SC Hwy 64 and Hiers Corner Rd.	\$1,198.12
*** (54) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	\$75.00 per yard mulch installed \$55.00 per man per hour \$75.00 per supervisor per hour
otal Acreage: 6.38 acres ~		Total Price: \$ \$27,300.00

Company Name: Yellowstone Landcape
Contact Person: Nathan B. Ball
Address: 2819 Industrial Ave Bldg 200
City/State/Zip: North Charleston, SC 29405
Phone Number: <u>843-225-2380</u>
Cell Phone Number: 864-551-0979
E-mail
Address: nball@yellowstonelandscape.com
Signature: Nathan B. Ball
Contractor's License No:
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^{****}Bid I95 Exit 57 Interchange Landscaping ****

Location 3: Sniders Hwy/ Jefferies Blvd. from I 95 to intersection with Bells Hwy (SC Hwy 64)	Job Description: Landscaped Medians/ Solid Concrete Medians/ Beds	Bid
3A - (13) landscaped medians totaling 1.4 acres (Exit 53 l95 interchange to intersection of Jefferies Blvd and Ireland Creek Drive.)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds/ maintain weeds growing in solid concrete section of median all the way to the edge of the road/ asphalt.	\$14,954.55
3B - (2) triangular beds totaling .5 acres (Intersection of Sniders Hwy/ SC Hwy 63 and Hendersonville Hwy at the Walterboro Welcome Sign)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$5,340.91
3C – (2) beds totaling less than .1 acre (Either side of Beech Rd. at the intersection of Sniders Hwy/ SC Hwy 63)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$1,068.18
3D – (9) solid concrete medians totaling less than .2 acres (Beginning at the intersection of N Jefferies Blvd and Bells Hwy/ SC Hwy 64 and ending Sniders Hwy/ SC Hwy 63 Bridge crossing 195	Eliminate all weeds/vegetation growing in, up or through cracks to the edge of the concrete where it meets the paved road surface	\$2,136.36
*** (26) beds/medians total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	\$75.00 per yard mulch installed \$55.00 per man per hour \$75.00 per supervisor per hour
		Total Price: \$ \$23,500.00

Company Name:Yellowstone Landscape
Contact Person: Nathan B. Ball
Address: 2819 Industrial Ave Bldg 200
City/State/Zip: North Charleston, SC 29405
Phone Number: <u>843-225-2380</u>
Cell Phone Number: 864-551-0979
E-mail
Address: nball@yellowstonelandscape.com
Signature: Nathan B. Ball
Contractor's License No:
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^{****} Jefferies Blvd./ Sniders Hwy Medians Landscaping****

Location 1: Exit 53/ Vicinity of	Job Description:	Bid
Sniders Highway/ SC Hwy 63 at 195 Walterboro, SC	Landscaped Beds	
1A – (2) beds totaling 1.33 acres (Inner triangle I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1B - (22) beds totaling 1.1 acres (Beginning (1) mile out on I95 N and ending at the terminus of I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1C - (2) beds totaling 1.73 acres (Inner triangle I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1D – (18) beds totaling .54 acres (Beginning (1) mile out on I95 S and ending at the terminus of I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1F - (4) triangular beds totaling less than .5 acres (4 corners of the Sniders Hwy /SC Hwy 63 bridge over l95 at exit 53)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
***(48) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	
Total Acreage: 5.5 acres ~		Total Price: \$ Maintenance \$31,800 Mulch 340 cubic yards \$25,500

Company Name: Russell Landscape	
Contact Person: Casey Euart	
Address: 3281 Associate Dr.	
City/State/Zip: N. Charleston, SC 29418	
Phone Number: 843.557.5689	
Cell Phone Number: 404.964.7998	
E-mail	
Add Caseve@russelllandscape.com	

Signature: GOX

Contractor's License No: BL025579-08-2021 (Will renew upon acceptance)

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****Bid 195 Exit 53 Interchange Landscaping***

Location 2: Exit 57/ Vicinity of Bells Highway/ SC Hwy 64 at 195 Walterboro, SC	Job Description: Landscaped Beds/ Median	Bid
2A - (4) beds totaling 1 acre (In between entrance and exit ramps I95 N)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2B - (4) beds totaling 0.62 acres (Inner loop I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2C - (1) bed totaling 0.19 acres (Inner triangle between I95 N exit ramp split to N and S Bells Hwy/SC Hwy 64)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2D - (18) beds totaling 1.1 acres (Beginning (1) mile out on I95 N and terminating near the bridge over the former CSX railway line)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2E - (3) beds totaling 1.2 acres (In between entrance and exit ramps I95 S)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2F - (3) beds totaling 0.65 acres (Inner loop I95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2G - (1) bed totaling .09 acres (Inner triangle between I95 S approaches from N and S Bells Hwy/ SC Hwy 64 to entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2H - (19) beds 1.25 acres (Beginning (1) mile out and ending at the terminus of I95 S exit ramp	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2I – (1) bed totaling .28 acres (Median bed between N and S Bells Hwy/ SC Hwy 64 going under I95 N and S bridges)	Maintain all bushes, shrubs, trees, grass and weeds within paved boundaries/guardrails and concrete median extending from edge of bed to intersection of Bells Hwy/ SC Hwy 64 and Hiers Comer Rd.	
*** (54) beds total Other "Task" as needed	Mulching, herblcide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	
Total Acreage: 6.38 acres ~		Total Price: \$ Maintenance \$30,600
		Mulch 310 cubic yards \$23,250

Company Name: Russell Landscape	
Contact Person: Casey Euart	
Address: 3281 Associate Dr.	
City/State/Zip: N. Charleston, SC 29418	
Phone Number: 843.557.5689	
Cell Phone Number: 404.964.7998	
E-mail Type text here	
Address: caseye@russelllandscape.com	
Signature: GDA	

Contractor's License No: BL025579-08-2021 (Will renew upon acceptance)

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^{****}Bid 195 Exit 57 Interchange Landscaping ****

Location 3: Sniders Hwy/ Jefferies Blvd. from I 95 to intersection with Bells Hwy (SC Hwy 64)	Job Description: Landscaped Medians/ Solid Concrete Medians/ Beds	Bid
3A - (13) landscaped medians totaling 1.4 acres (Exit 53 l95 interchange to intersection of Jefferies Blvd and Ireland Creek Drive.)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds/ maintain weeds growing in solid concrete section of median all the way to the edge of the road/ asphalt.	
3B - (2) triangular beds totaling .5 acres (Intersection of Sniders Hwy/ SC Hwy 63 and Hendersonville Hwy at the Walterboro Welcome Sign)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
3C - (2) beds totaling less than .1 acre (Either side of Beech Rd. at the intersection of Sniders Hwy/ SC Hwy 63)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
3D – (9) solid concrete medians totaling less than .2 acres (Beginning at the intersection of N Jefferies Bivd and Bells Hwy/ SC Hwy 64 and ending Sniders Hwy/ SC Hwy 63 Bridge crossing 195	Eliminate all weeds/vegetation growing in, up or through cracks to the edge of the concrete where it meets the paved road surface	
*** (26) beds/medians total — Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	
		Total Price: \$ Maintenance \$20,940 Mulch 125 cubic yards \$9,375

Company Name: Russell Landscape
Contact Person: Casey Euart
Address: 3281 Associate Dr.
City/State/Zip: N. Charleston, SC 29418
Phone Number: 843.557.5689
Cell Phone Number: 404.964.7998
E-mail
Address:caseye@russelllandscape.com
Signature: GDA
Contractor's License No: BL025579-08-2021 (Will renew upon acceptance)

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**** Jefferies Blvd./ Sniders Hwy Medians Landscaping ****

Location 1: Exit 53/ Vicinity of Sniders Highway/ SC Hwy 63 at 195 Walterboro, SC	Job Description: Landscaped Beds	Bid Yearly Pricing
1A – (2) beds totaling 1.33 acres (Inner triangle I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of	\$2,470.00
1B – (22) beds totaling 1.1 acres (Beginning (1) mile out on 195 N and ending at the terminus of 195 N exit ramp)	landscaped beds Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$10,200.00
1C – (2) beds totaling 1.73 acres (Inner triangle I95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$3,800.00
1D – (18) beds totaling .54 acres (Beginning (1) mile out on 195 S and ending at the terminus of 195 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$17,100.00
1F – (4) triangular beds totaling less than .5 acres (4 comers of the Sniders Hwy /SC Hwy 63 bridge over 195 at exit 53)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$3,800.00
***(48) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	\$20,034.00
Total Acreage: 5.5 acres ~		Total Price: \$ \$57,404.00

Company Name: 1: 1 Hamilton Landscape Contractors	s LLC
Contact Person: Britany Longnion	
Address: 1374 Bells Hwy	
City/State/Zip: Walterboro SC 29488	4-71
Phone Number: (843) 538.4141	\$ 57,401
Cell Phone Number:	- 20,034 nuich
-mail	- 20,0 st mais 1
Address: hamiltonlandscapers D& Dyahoo. com	
signature: 40. Lagut	#37,370.00
Contractor's License No: 240893	
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****Bid I95 Exit 53 Interchange Landscaping***

Location 2: Exit 57/ Vicinity of	Job Description:	Bid
Bells Highway/ SC Hwy 64 at 195 Walterboro, SC	Landscaped Beds/ Median	Yearly Pricing
2A - (4) beds totaling 1 acre (In between entrance and exit ramps I95 N)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,850.00
2B - (4) beds totaling 0.62 acres (Inner loop I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,500.00
2C - (1) bed totaling 0.19 acres (Inner triangle between I95 N exit ramp split to N and S Bells Hwy/SC Hwy 64)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,090.00
2D - (18) beds totaling 1.1 acres (Beginning (1) mile out on I95 N and terminating near the bridge over the former CSX railway line)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$13,680.00
2E - (3) beds totaling 1.2 acres (In between entrance and exit ramps I95 S)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,700.00
2F - (3) beds totaling 0.65 acres (Inner loop I95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,660.00
2G - (1) bed totaling .09 acres (Inner triangle between I95 S approaches from N and S Bells Hwy/ SC Hwy 64 to entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,565.00
2H - (19) beds 1.25 acres (Beginning (1) mile out and ending at the terminus of I95 S exit ramp	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$14,440.00
2I - (1) bed totaling .28 acres (Median bed between N and S Bells Hwy/ SC Hwy 64 going under I95 N and S bridges)	Maintain all bushes, shrubs, trees, grass and weeds within paved boundaries/guardrails and concrete median extending from edge of bed to intersection of Bells Hwy/ SC Hwy 64 and Hiers Corner Rd.	\$2,470.00
*** (54) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	\$19,950.00
otal Acreage: 6.38 acres ~		Total Price: \$ \$52,905.00

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\$52,905 much
-317,45
437,955.00

Location 3: Sniders Hwy/ Jefferies Blvd. from I 95 to intersection with Bells Hwy (SC Hwy 64)	Job Description: Landscaped Medians/ Solid Concrete Medians/ Beds	Bid Yearly Pricing
3A - (13) landscaped medians totaling 1.4 acres (Exit 53 I95 interchange to intersection of Jefferies Blvd and Ireland Creek Drive.)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds/ maintain weeds growing in solid concrete section of median all the way to the edge of the road/ asphalt.	\$18,000.00
3B - (2) triangular beds totaling .5 acres (Intersection of Sniders Hwy/ SC Hwy 63 and Hendersonville Hwy at the Walterboro Welcome Sign)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,500.00
3C – (2) beds totaling less than .1 acre (Either side of Beech Rd. at the intersection of Sniders Hwy/ SC Hwy 63)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	\$2,090.00
3D – (9) solid concrete medians totaling less than .2 acres (Beginning at the intersection of N Jefferies Blvd and Bells Hwy/ SC Hwy 64 and ending Sniders Hwy/ SC Hwy 63 Bridge crossing 195	Eliminate all weeds/vegetation growing in, up or through cracks to the edge of the concrete where it meets the paved road surface	\$2,920.00
*** (26) beds/medians total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	\$22,652.00
		Total Price: \$ \$48,162.00

Company Name: 13 1 Hamilton Landscape Contro	ectors U.C.
Contact Person: Britany Longnion	
Address: 1374 Bells Hwy	
City/State/Zip: Walterboro Sc 29488	
Phone Number: (843) 538. 4141	
Cell Phone Number:	\$ 48, 162 = 22,652 milch
E-mail E-mail	#200
Address: hamiltonlandscapers ba ayaho	- 22,652 much
Address: hamiltonlandscapers 00 Dyaho Signature: 13. Gum	000
Contractor's License No: 240893	\$ 25,510.00
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**** Jefferies Blvd./ Sniders Hwy Medians Landscaping****	

Location 1: Exit 53/ Vicinity of Sniders Highway/ SC Hwy 63 at 195 Walterboro, SC	Job Description: Landscaped Beds	Bid
1A - (2) beds totaling 1.33 acres (Inner triangle I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1B – (22) beds totaling 1.1 acres (Beginning (1) mile out on I95 N and ending at the terminus of I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1C - (2) beds totaling 1.73 acres (Inner triangle 195 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1D – (18) beds totaling .54 acres (Beginning (1) mile out on 195 S and ending at the terminus of 195 S exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
1F – (4) triangular beds totaling less than .5 acres (4 corners of the Sniders Hwy /SC Hwy 63 bridge over l95 at exit 53)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
***(48) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	
Total Acreage: 5.5 acres ~		Total Price: \$ 83,250

Company Name: G & G Enterprises of the Lowcountry	A = 2 = 0
Contact Person: Matthew Groves	285, 250.
Address: 2190 Benton Farm Road	\$83,250. \$6,666 + Mulch
City/State/Zip: Walterboro, SC 29488	
Phone Number:	\$76,584.00
Cell Phone Number: 843.908.4223	470,30
E-mail gandgofthelowcountry@gmail.com	
Address: 2190 Benton Farm Road Walterboro, SC 29488	
Signature: Mallher Groves	
Contractor's License No:	
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****Bid 195 Exit 53 Interchange Landscaping***

Location 2: Exit 57/ Vicinity of	Job Description:	Bid
Bells Highway/ SC Hwy 64 at 195 Walterboro, SC	Landscaped Beds/ Median	
2A - (4) beds totaling 1 acre (In between entrance and exit ramps I95 N)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2B - (4) beds totaling 0.62 acres (Inner loop I95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2C - (1) bed totaling 0.19 acres (Inner triangle between I95 N exit ramp split to N and S Bells Hwy/SC Hwy 64)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2D - (18) beds totaling 1.1 acres (Beginning (1) mile out on 195 N and terminating near the bridge over the former CSX railway line)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2E - (3) beds totaling 1.2 acres (In between entrance and exit ramps I95 S)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2F - (3) beds totaling 0.65 acres (Inner loop I95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2G - (1) bed totaling .09 acres (Inner triangle between 195 S approaches from N and S Bells Hwy/ SC Hwy 64 to entrance ramp)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2H - (19) beds 1.25 acres (Beginning (1) mile out and ending at the terminus of I95 S exit ramp	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
2I – (1) bed totaling .28 acres (Median bed between N and S Bells Hwy/ SC Hwy 64 going under I95 N and S bridges)	Maintain all bushes, shrubs, trees, grass and weeds within paved boundaries/guardrails and concrete median extending from edge of bed to intersection of Bells Hwy/ SC Hwy 64 and Hiers Corner Rd.	
*** (54) beds total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	
Total Acreage: 6.38 acres ~		Total Price: \$ 83,250

Company Name: G & G Enterprises of the Lowcountry	
Contact Person: Matthew Groves	k a -
Address: 2190 Benton Farm Road	#85,250
City/State/Zip: Walterboro, SC 29488	#83, 250 -\$6, 666 mulch
Phone Number:	
Cell Phone Number: 843.908.4223	\$ 76,584.00
E-mail gandgofthelowcountry@gmail.com	
Address: 2190 Benton Farm Road Walterboro, SC 29488	
Signature: Mallow France	
Contractor's License No:	
THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR	
****Bid I95 Exit 57 Interchange Landscaping ****	

Location 3: Sniders Hwy/ Jefferies Blvd. from I 95 to intersection with Bells Hwy (SC Hwy 64)	Job Description: Landscaped Medians/ Solid Concrete Medians/ Beds	Bid
3A - (13) landscaped medians totaling 1.4 acres (Exit 53 I95 interchange to intersection of Jefferies Blvd and Ireland Creek Drive.)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds/ maintain weeds growing in solid concrete section of median all the way to the edge of the road/ asphalt.	
3B - (2) triangular beds totaling .5 acres (Intersection of Sniders Hwy/ SC Hwy 63 and Hendersonville Hwy at the Walterboro Welcome Sign)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
3C - (2) beds totaling less than .1 acre (Either side of Beech Rd. at the intersection of Sniders Hwy/ SC Hwy 63)	Maintain all bushes, shrubs, trees, weeds and grass within all edges of landscaped beds	
3D – (9) solid concrete medians totaling less than .2 acres (Beginning at the intersection of N Jefferies Blvd and Bells Hwy/ SC Hwy 64 and ending Sniders Hwy/ SC Hwy 63 Bridge crossing I95	Eliminate all weeds/vegetation growing in, up or through cracks to the edge of the concrete where it meets the paved road surface	
*** (26) beds/medians total – Other "Task" as needed	Mulching, herbicide management, trash pickup, blowing, vegetative debris removal and arboriculture. Other duties as assigned.	
		Total Price: \$ 79,500

Company Name: G & G Enterprises of the Lowcountry	
Contact Person: Matthew Groves	
Address: 2190 Benton Farm Road	11 -
City/State/Zip: Walterboro, SC 29488	\$ 79,500 -\$6,666 mulch
Phone Number:	-96 666 mulch
Cell Phone Number: 843.908.4223	
E-mail gandgofthelowcountry@gmail.com	\$72,834
Address: 2190 Benton Farm Road Walterboro, SC 29488	
Signature: Matthew Groves	
Contractor's License No:	
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**** Jefferies Blvd./ Sniders Hwy Medians Landscaping****	