

CITY OF WALHALLA

Mr. Danny Edwards, Mayor
Ms. Sarai Melendez, Councilwoman
Mr. Keith Pace, Councilman
Ms. Gwen Owens, Councilwoman

"MAIN STREET to the MOUNTAINS"

Mr. Danny Woodward, Mayor Pro Tem
Mr. Josh Roberts, Councilman
Mr. David Underwood, Councilman

AGENDA WALHALLA CITY COUNCIL

June 15, 2021

5:30 PM

206 N. Church Street, Walhalla, SC

CALL TO ORDER & WELCOME

Mayor Edwards

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

Mayor Edwards

PUBLIC COMMENT

APPROVAL OF MINUTES

May 18, 2021

ADMINISTRATOR COMMENTS

Brandon Burton

READING OF ORDINANCES AND RESOLUTIONS

Second Reading and Public Review of Ordinances:

ORDINANCE 2021-6 AN ORDINANCE TO RAISE REVENUE AND ADOPT FOR THE CITY OF WALHALLA, SOUTH CAROLINA A BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022. - MR. PACE

ORDINANCE 2021-7 AN ORDINANCE TO AMEND ORDINANCE 2019-6, AN ORDINANCE TO REGULATE, RESTRICT AND LIMIT, IN THE INTEREST OF THE PUBLIC HEALTH AND SAFETY, THE USE AND OPERATION OF THE WATER WORKS SYSTEM MAINTAINED AND OWNED BY OR WHICH MAY BECOME THE PROPERTY OF THE CITY OF WALHALLA AND PROVIDING PENALTIES FOR VIOLATION THEREOF. – MRS. OWENS

ORDINANCE 2021-8 AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF WALHALLA, SOUTH CAROLINA, WATER AND SEWER DEPARTMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022. - MR. PACE

ORDINANCE 2021-9 AN ORDINANCE TO RAISE REVENUE AND ADOPT FOR THE CITY OF WALHALLA, SOUTH CAROLINA, A LOCAL 2% HOSPITALITY BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022. - MR. PACE

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ORDINANCE 2021-10 AN ORDINANCE TO RESCIND ORDINANCE 2013-9 IN ITS ENTIRETY AND REPLACE WITH ORDINANCE 2021-10 AND ORDINANCE TO INCORPORATE FEE STRUCTURE INTO CURRENT FISCAL YEAR BUDGET DOCUMENT -MS. MELENDEZ

ORDINANCE 2021-11 AN ORDINANCE TO AMEND ORDINANCE 2012-1 AN ORDINANCE GOVERNING GARBAGE, TRASH, AND REFUSE TO UPDATE FEE STRUCTURE- MR. ROBERTS

ORDINANCE 2021-12 AN ORDINANCE TO ESTABLISH FRANCHISE FEE FOR DUKE ENERGY- MR. PACE

ORDINANCE 2021-13 AN ORDINANCE TO RESCIND ORDINANCE 2019-01 REPLACE WITH AN ORDINANCE TO ESTABLISH REGULATIONS FOR MOBILE FOOD VEHICLES – MS. MELENDEZ

ORDINANCE 2021-14 AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH THE 10TH JUDICIAL CIRCUIT PUBLIC DEFENDERS' OFFICE—MR. PACE

ORDINANCE 2021-15 AN ORDINANCE TO PROVIDE FOR A CITY ADMINISTRATOR FOR THE CITY OF WALHALLA, SOUTH CAROLINA TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH —MR. PACE

DISCUSSION AND/OR ACTION ITEMS

Committee Reports

Fire/Ms. Melendez
General Gov't-Finance/Mr. Pace
Public Works/Mr. Roberts
Recreation/Mr. Woodward
Police/Mr. Underwood
Utilities/Ms. Owens

MAYOR COMMENTS

EXECUTIVE SESSION

ADJOURN

**MINUTES OF THE REGULAR MEETING
OF THE WALHALLA CITY COUNCIL
MAY 18, 2021, 5:30 PM**

Present: Mayor Danny Edwards, Mayor Pro-Tempore Danny Woodward, Councilwoman Sarai Melendez, Councilman David Underwood, Councilman Keith Pace, and Mr. Timothy B. Burton, Interim City Administrator.

Absent: Councilman Josh Roberts

Guests: Emily DeRoberts, Duke Energy

Wylie Lipchik, Backwater landing concerned citizen

Wayne McCall

Family of former Councilman William Addis

Mayor Edwards called the meeting to order at 5:30 PM.

Mr. Danny Woodward led the Pledge of Allegiance.

Mayor Edwards called for Public Input.

Mrs. Emily DeRoberts from Duke Energy spoke about the municipal service agreement with Walhalla and Duke, "franchise agreement". The agreement will be for 10 years once approved by council.

Mrs. Wylie Lipchik from BackWater Landing spoke about concerns with no landscaping around the new water plant. There is concern with the decrease in sales in the community.

Mr. Pace made the motion to approve the April 20, 2021, council minutes. Mrs. Owens seconded. Motion to approve passed.

Interim Administrator Burton commented that construction prices and materials have increased but availability has been delayed. Met with the engineers regarding the water plant retaining wall. Business license is progressing, and we are moving forward to be compliant with the new state business license requirements.

Mayor Edwards called for reading of resolutions.

Mr. Burton read Resolution 2021-7 honoring Mr. Wayne McCall and designating May as Water Safety Month. Mr. Underwood made a motion to approve and Mr. Woodward second. All in favor of resolution 2021-7. Mr. McCall thanked council and others that were party to making the pool a success.

Mr. Burton read Resolution 2021-8 Honoring William Addis. Mr. Underwood made motion and Mr. Woodward second. All in favor of Resolution 2021-8.

Ms. Melendez gave second reading of Ordinance 2021-5 AN ORDINANCE TO AMEND ZONING ORDINANCE 1994-8/2004-11/2017-11/2018-15 TO ADD A SUBDIVISION DESIGN GUIDELINES APPENDIX, KNOWN AS APPENDIX 2021-A, AND TO AMEND SECTION 202, 303E, 400.2, AND 403.4.

Ms. Melendez made motion, Mr. Pace second. Public (Mr. Randy Chastain) asked to explain the ordinance. Mayor Edwards explained them. Mayor called for vote and all in favor, none opposed. Ordinance passed.

Mr. Pace gave second reading of ORDINANCE 2021-6 AN ORDINANCE TO RAISE REVENUE AND ADOPT FOR THE CITY OF WALHALLA, SOUTH CAROLINA A BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

Mr. Pace made motion, Mr. Underwood second. Mr. Burton noted a few corrections to the budget to add equipment to Rec Dept and grants to Police. Mayor called for vote, all in favor none opposed.

Mrs. Owens gave first reading of ORDINANCE 2021-7 AN ORDINANCE TO AMEND ORDINANCE 2019-6, AN ORDINANCE TO REGULATE, RESTRICT AND LIMIT, IN THE INTEREST OF THE PUBLIC HEALTH AND SAFETY, THE USE AND OPERATION OF THE WATER WORKS SYSTEM MAINTAINED AND OWNED BY OR WHICH MAY BECOME THE PROPERTY OF THE CITY OF WALHALLA AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

Mrs. Owens made motion and Mr. Pace second. Ms. Melendez discussed the requirements of a photo id. Mr. Pace clarified that the ordinance was changed to allow a government photo id. Mr. Parris acknowledged that. Mr. Burton affirmed that and gave page number. Discussion ensued regarding SSN and Tax ID number and the application of Debt Setoff. Mayor called for vote, all in favor none opposed.

Mr. Pace gave first reading of ORDINANCE 2021-8 AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF WALHALLA, SOUTH CAROLINA, WATER AND SEWER DEPARTMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

Mr. Pace made motion and Mr. Woodward second. Mr. Underwood gave statement regarding the increase in sewer rates. Mayor called for vote 5 in favor with Mr. Underwood opposed.

Mr. Pace gave first reading of ORDINANCE 2021-9 AN ORDINANCE TO RAISE REVENUE AND ADOPT FOR THE CITY OF WALHALLA, SOUTH CAROLINA, A LOCAL 2% HOSPITALITY BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

Mr. Pace made motion and Mr. Woodward second. Mr. Pace made amendment to the motion that the prior FY (2021) actual hospitality collections at 45% be used for operating Main Street program. Amendment was approved by unanimous vote. A vote was held on the amended motion; all in favor none opposed.

Ms. Melendez gave first reading of ORDINANCE 2021-10 AN ORDINANCE TO RESCIND ORDINANCE 2013-9 IN ITS ENTIRETY AND REPLACE WITH ORDINANCE 2021-10 AND ORDINANCE TO INCORPORATE FEE STRUCTURE INTO CURRENT FISCAL YEAR BUDGET DOCUMENT

Ms. Melendez made motion and Mrs. Owens second. Mr. Burton spoke that all this did was to add the fees for zoning to the current budget documents. All voted in favor of of the motion.

Mr. Pace gave first reading of ORDINANCE 2021-11 AN ORDINANCE TO AMEND ORDINANCE 2012-1 AN ORDINANCE GOVERNING GARBAGE, TRASH, AND REFUSE TO UPDATE FEE STRUCTURE

Mr. Pace made motion, Mr. Woodward made second. All in favor with none opposed.

Mr. Pace gave first reading of ORDINANCE 2021-12 AN ORDINANCE TO ESTABLISH FRANCHISE FEE FOR DUKE ENERGY.

Mr. Underwood recused himself due to being a Duke employee. Mr. Pace made the motion, Mr. Woodward second. Mr. Burton explained that it raised the rate from 3.5 % to 5%. All voted in favor of, none opposed.

Ms. Melendez gave first reading of ORDINANCE 2021-13 AN ORDINANCE TO RESCIND ORDINANCE 2019-01 REPLACE WITH AN ORDINANCE TO ESTABLISH REGULATIONS FOR MOBILE FOOD VEHICLES.

Ms. Melendez made motion, Mr. Pace second. Mr. Burton stated this addressed the fee structure only. Mr. Hayes discussed that this would make it easier to track. Discussion regarding the food trucks ensued. Mr. Chastain discussed the green at Arby's. Vote was taken with 5 in favor and Mr. Underwood opposed.

DISCUSSION AND/OR ACTION ITEMS

GRANT APPROVAL FOR OCONEE HISTORY MUSEUM- Ms. Hagerty made a request. Ms. Melendez made motion for \$8000 using HTAX funds. Mr. Underwood second. Vote was held and was unanimous.

JULY 3RD DATE SET- Already been taken care of.

UPLOAD/STREAMING OF MEETINGS TO YOUTUBE GOVERNMENT- Mr. Burton discussed that meetings would be soon uploaded to the internet.

Mayor called for Committee Reports

Fire and Codes- Ms. Melendez-Chair

Chief Burton gave April report:

109 calls for service

49 Fire, 60 medical/rescue

17 mutual aid

47 inside city, 62 outside

201 hours spent on incidents

238 hours of training completed

32 inspections completed

5 code enforcement issues addressed

151 business licenses renewed

13 new licenses issued

17 verifications/permits issued

All equipment is in working order again.

General Government- Mr. Pace, Chair

Chief Burton gave the administrators report

Zoning Map is now on website.

General Code is working on the codification.

Working on budget document. Budget Workshop was held on May 1.

CO was issued for the Old Fire Station. Lawyers will be working on documents.

Spending will be cut off on May 25, 2021

Working on cleaning up data issues in QS1.

May 17 is set for listening session on moratorium.

Stumphouse is very busy again.

WSPA filmed a segment at Stumphouse.

Engineer is working on design work for parking.

Public Works- Mr. Roberts, Chair.

Director Price reported:

For April:

172 -ton of residential garbage

162 -ton of commercial garbage

81-ton of recyclable brush

3-ton C&D

1 -ton of Mattresses

Delivered 33 roll carts

Picked up 6 roll carts

During the month of March our department continued picking up leaves, brush, cleaning storm drains, trimming trees and other routine maintenance tasks. Cleaned and repaired tiles in the City Pool.

Parks and Recreation- Mr. Woodward, Chair

Director Galbreath reported:

Covid vaccination took place at City Gym-had a good turnout

Blood Drive will be there as well on May 20.

Concert on Memorial Field

2nd COVID vaccination on June 2

Regular baseball and softball are currently being played.

Materials to change lights to LED on the backfield are about \$17,000

Ms. Melendez made a short presentation regarding the city pool with YMCA.

Police- Mr. Underwood, Chair

Mr. Underwood made a statement about the impacts that budgets have on LE.

Chief Brinson reported:

770 Calls for service

299 traffic stops

9 collisions

51 incident reports

314 citations issued

22 arrests

129 extra patrols

80 hours of training

Sgt. McCall is now certified to maintain agency rifles

Chief Brinson attended SCPCA training that discussed budgeting, grants, and effects of COVID on LEO.

Capt. Rice attended narcotics training

Participated in the Pin Wheel Garden dedication

PD participated in The Learning Center visit that talked with children and showed them the patrol cars.

Mr. Woodward asked about drug cases, Chief responded there is a definite increase in drug cases. The narcotics investigator will help with this.

Ms. Melendez and Chief Brinson reminded everyone that May 19 at 630pm at WPAC the PD will have a community education event.

Chief Brinson discussed that its important to have the necessary tools to maintain the progress of the police department in salaries and equipment. LE is under intense scrutiny. They are spending a lot of time to onboard new officers to ensure they get the right person for the job.

Chief Brinson promoted the second annual community event regarding internet safety and scam awareness.

Utilities- Mrs. Owens, Chair

Director Parris gave report:

For April:

20- new water taps

8- new sewer taps

65- new water contracts

4- emergency locates

35- sanitation delivery work orders

6- sanitation pickup work orders

4-meter box changes

9- meter change outs

5-new development service inquires.

Mill Street waterline is almost complete.

Cane Creek sewer work is progressing with pipe lining.

Waiting on comments from SCDOT on Westminster Hwy project

Would like to continue on throughout the Cane Creek trunk line.

Discussed the rate increases and proposed budget of the OJRSA

Mr. Pace discussed an amendment to the Water Ordinance asked that the language go to council. This will allow city to install water lines in certain instances inside City limits.

Main Street (General Gov't)- Mr. Pace-Chair

Director Imbody gave report of upcoming events and noted the Main Street Board had a 5-year workplan. The MSW board did approve the 5-year plan. Attended training with members of the board.

Been busy telling stories of businesses. The first story reached 25,000 people. The April 17 event went very well and had around 1500 people attended.

Executive Session

Mr. Woodward made motion and Mr. Pace seconded. All voted in favor to enter into executive session.

Documents were presented to Council regarding contracts with a new city administrator, Agreement with West Union for Water and Sewer, and Agreement with Public Defenders office. Council agreed to move these items to the Regular Council.

Council Voted to re-enter into regular session

Mr. Pace gave first reading of ORDINANCE 2021-14 AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH THE 10TH JUDICIAL CIRCUIT PUBLIC DEFENDERS' OFFICE.

Mr. Pace made motion, Mrs. Owens second. All voted in favor. None opposed.

Mr. Pace gave first reading of ORDINANCE 2021-15 AN ORDINANCE TO PROVIDE FOR A CITY ADMINSTRATOR FOR THE CITY OF WALHALLA, SOUTH CAROLINA TO REPEAL ALL ORDINACES IN CONFLICT HEREWITH.

Mr. Pace made motion, Mr. Woodward second. All vote in favor, none opposed.

Mr. Pace gave first reading of Ordinance 2021-16 AN ORDINANCE TO ENTER INTO AN AGREEMENT WITB TOWN OF WEST UNION FOR WATER AND SEWER SERVICES.

Mr. Pace made motion, Mr. Woodward second. All voted in favor.

Mr. Underwood made motion to adjourn, Ms. Melendez second. All in favor. Mayor Edwards adjourned the meeting at 8:16 PM.

Timothy B. Burton, Interim City Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALHALLA)

ORDINANCE 2021-06

AN ORDINANCE TO RAISE REVENUE AND ADOPT FOR THE CITY OF WALHALLA, SOUTH CAROLINA A BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

BE IT ORDAINED by the governing body of the City of Walhalla in Council duly assembled and by the authority of the same:

SECTION 1.

That the prepared budget and the estimated revenue for the payment of same are hereby adopted and is made part hereof as fully as if incorporated herein and a copy thereof is hereto attached and also be known as the current approved fiscal year budget document;

SECTION 2.

That the City has complied with the S.C. Code 6-1-80 which requires that a municipality shall provide notice to the public by advertising the public hearing before the adoption of its budget for the next fiscal year in at least one South Carolina paper of general circulation in the area;

SECTION 3.

That the tax to cover the period July 1, 2020 through June 30, 2021, both inclusive of the sums and in the manner hereafter mentioned is and shall be levied, collected and paid to the treasury of the City of Walhalla for the use and service thereof; that is a tax of eight dollars and forty cents (\$8.40) for every one hundred dollars (\$100.00) assessed value of all real estate and personal property owned and used in the City of Walhalla, except that which is exempt pursuant to South Carolina law, is levied and shall be paid to the City Treasury improvements, and current expenses of the City, such tax shall constitute a levy to eighty-four (84) mills against all property which is assembled by Oconee County for tax purposes;

SECTION 4.

The billing dates, the penalty dates and the amount of penalty, which shall be levied for delinquent taxes, shall be as follows:

Tax notices shall be issued on before September 20, 2021, providing for payment on or before January 1, 2022, with penalty of three percent (3%) if paid by January 15, 2022, and execution with another three percent (3%) will be issued if paid after March 15, 2022. Cost of levy, advertisement and sale shall be added as additional costs on all property of a defaulting taxpayer;

SECTION 5.

The Tax Collector Oconee County shall be responsible for the collection of all delinquent taxes and to levy and sell all property to defaulting taxpayer:

SECTION 6.

That the City Council shall administer this budget and City Administrator and/or Finance Director shall authorize the transfer of funds within departments of the City and lease purchases deemed necessary and appropriate:

SECTION 7.

All new and existing business proposing to exercise, carry on any trade, or show intent to do business, shall procure a license before commencing such trade, business, or profession in accordance with the provisions of Ordinance 2020-18 An Ordinance Amending the Business License Ordinance of the City of Walhalla;

SECTION 8.

There will be an interfund transfer from FY 2022 Water Budget of \$456,478.45

DONE AND RATIFIED in Council Duly Assembled this _____ Day of _____ 2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Public Hearing,
Second Reading
And Adoption: _____

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE NO. 2021-7

CITY OF WALHALLA)

WATER USE ORDINANCE

An Ordinance to amend Ordinance 2020-5, An Ordinance to Regulate, Restrict and Limit, in the interest of the Public Health and Safety, the use and operation of the Water Works System maintained and owned by or which may become the property of the City of Walhalla and providing penalties for violation thereof.

BE IT ORDAINED by the Mayor and Council of the City of Walhalla as follows:

ARTICLE I

DEFINITIONS

Section 101. Apartment - shall mean any building containing two (2) or more Single Family Dwelling Units and having one (1) water connection for all Dwelling Units.

Section 102. Building - shall mean any improved property containing a structure which meets any one of the classifications in Article 1, Sections 101 through 108.

Section 103. Business - shall mean any building used by the occupant for amusement, entertainment, service, professional, retail trade or any other similar purposes except as defined under “Commercial” and “Institution.”

Section 104. Camper/Travel Trailer - shall mean a vehicle without motor power designed to be towed by a motor vehicle, and of such size and weight not to require a special highway moving permit, designed to provide temporary living quarters for recreational, camping and travel use, and designed not to require permanent on-site utilities, including, but not limited to tent campers, park models, park trailers, motor homes, and fifth wheels. This term may include any vehicle whose body width is less than eight feet, and whose length is not more than thirty-five feet in the travel mode, and so designed that part of its weight rests on the towing vehicle.

Section 105. City - shall mean the City of Walhalla, its elected officials and appointed authorized representatives.

Section 106. Commercial - shall mean any hotel, motel, lodge, tourist home, efficiency apartments, or similar building operated primarily as a commercial enterprise for the purpose of rental and lodging on a daily or weekly basis. For determination of rates, each room or series of rooms made available to the general public as a separate entity for overnight accommodation shall be classified as a Rental Unit.

Section 107. Customer - shall mean any responsible person who makes application to the City for water service.

Section 108. Customer in good standing - shall mean a customer who has an active account(s) and has not violated the water use ordinance at any time, and whose account is not currently delinquent.

Section 109. Equivalent Unit - shall mean equal to the number of Single Family dwelling unit for the purpose of establishing tap fee and billing cost; the following equivalents shall be used:

A) Single Family Dwelling Unit	1.0
B) Condominium Dwelling Unit	1.0
C) Townhouse Dwelling Unit	1.0
D) Apartment	1.0
E) Hotel or Motel per room	0.50
F) Mobile Home	1.0
G) Camper/travel Trailer	0.50

Section 110. Farm Users - shall mean class of user that uses the water exclusively for lawn, garden, and crop use and there is no connection inside or outside of a building which is directly or indirectly tied to a sewer.

Section 111. Institution - shall mean any building used as a hospital, church, school or similar public facility.

Section 112. Master Meter – A water meter serving more than one unit.

Section 113. Multiple Family Dwelling Unit - shall mean any building containing two (2) or more Single Family Dwelling Units and having individual water connections to each Dwelling Unit.

Section 114. Non-Payment Fee – shall mean the fee charged to all customers on the disconnect list. This fee can only be waived one time for the lifetime of the account, and applies, regardless of connection status.

Section 115. Person - shall mean any individual, firm, company association, corporation, institution or group.

Section 116. Photo ID- A governmental issued identification card including a South Carolina Driver's license or photo ID or a current real photo ID from another state or a valid passport or a United States military identification card.

Section 117. Rental Property – shall mean any and all real property that is rented or

leased by one group or person from any other group or person for the purpose of living space, commercial, or industrial use. ALL rental properties inside the City Limits MUST be inspected by the Fire Department prior to obtaining services.

Section 118. Residence – Any dwelling unit, home, mobile home, apartment, camper, etc. used as living space, whether permanent or temporary.

Section 119. Services - shall mean the delivery of potable water through an authorized and approved Water Connection, account record keeping, billing, and all work associated therewith.

Section 120. Single Family Dwelling Unit - shall mean any building, house or apartment unit, occupied for living purposes by a single family and owned or leased by the occupant on a continuing basis for thirty (30) days or more per year. Only one unit per meter allowed.

Section 121. Townhouse - shall mean one or more buildings containing two (2) or more Single Family Units owned individually and provided with, or adjacent to, public streets or roads and having one (1) water connection for each unit.

Section 122. Water Connection - shall mean all materials including valves, pipe, fittings, meter, and meter box necessary to convey water from the most convenient property line of the customer.

Section 123. Waterworks System - shall mean all property, well equipment, pumps, piping, water storage tanks, water connections, records, structures, and any other associated appurtenances necessary to provide water service owned and operated by the City of Walhalla.

Article II

GENERAL

Section 201.

- A. Each water customer shall make application to the City for service by completing the standard contract of the City. In addition, proof of ownership (deed), or a copy of a rental agreement, and a photo ID will be required to establish service. Contracts may be completed in person, by email, or through the City's website. Contracts for new service taken after 3:00 PM will be processed the next business day. Requests for same day service made after 3:00 PM will be charged an additional \$25 fee. Rental units inside City limits must pass an inspection prior to establishing service. Connection fees and service charges are as follows:

<u>METER SIZE</u>	<u>CONNECTION FEE</u>	<u>NO SSN</u>
Rental Units, ¾" & 1"	\$150.00	\$450
¾" & 1"	\$ 70.00	\$450
1 ½"	\$100.00	\$450
2"	\$140.00	\$450
3"	\$380.00	\$760
4" or larger	\$600.00	\$1200

**** Includes a non-refundable \$15.00 administrative fee.

B. To perform a home inspection that requires water service, water will be furnished for a one-time inspection at a cost of \$25 for up to 100 gallons usage. The customer will be required to fill out a contract at City Hall prior to a work order being processed. The meter will be unlocked and turned on by 3:30 PM, and will remain on until 3:30 PM the following day. This service may only be requested Monday through Thursday. The individual requesting water service will be responsible for coordinating with their inspector.

Section 202. It shall be unlawful and a violation of this Ordinance for any person, or persons to damage, deface, alter, change, or tamper with any part of the Waterworks System in any way. This includes damage to the water meter or curb stop owned by the City. Upon conviction, said person or persons shall be guilty of a misdemeanor and fined in accordance with the penalty for a misdemeanor. The minimum tampering/damage charge shall be \$250.

Section 203. The City reserves the right to discontinue Service immediately, and the Water Connection removed or severed, if it is found that any provision of this Ordinance has been violated.

Section 204. It shall be unlawful and a violation to this Ordinance for any person to make any connection to the Waterworks System or to reconnect service when it has been discontinued for violation of this Ordinance, or any other reason except where specifically approved in writing by the City with said approval being contingent upon satisfaction of all Articles of this Ordinance; and upon conviction, said person or persons shall be found guilty of a misdemeanor and fined in accordance with the penalty for a misdemeanor.

Section 205. When Service has been discontinued for violation of this Ordinance, including non-payment of bill, all charges for services to date become immediately due and payable. Service will not be reinstated until payment in full of all charges including: bills, cost of repairs, service charges, non-payment fees, and penalties.

Section 206. All metered accounts will be read monthly and billed monthly to the customer from the date service is established, regardless of the number of days of service. If a bill is not paid by the 10th of the month of billing, a 10% penalty will be added. A bill with a balance due of \$75.00 or greater on the 20th of the month shall put the customer in non-payment status and will result in the customer being put on the cut-off list. If the bill is not paid in its entirety by the 20th, a \$35.00 non-payment fee will be added to the account when the cut-off list is generated. The non-payment fee must be paid before the service will be restored. For customers in good standing, the first non-payment fee will be waived.

Section 207. For each new Water Connection and in addition to conformance with Article II, Section 201, the person applying for water service shall pay a tap fee for new meter installation according to the schedule of Article V, Section 503. Payment is to be made before the water connection is provided by the City.

Section 208. No water service shall be furnished to any residence or property from an existing service at another residence. Unauthorized connection will result in termination of water service at the residence with the active account.

Section 209. No claims or demand that the customer may have against the City shall be considered as an offset against the payments for service as provided under this Ordinance.

Section 210. Water service, as provided by this Ordinance, is rendered to the customer for the use of the customer in the operation of his residence, rentals, services, business, commercial, or institution. Said service shall not be subleased, assigned, transferred, sold, or disposed of to others, in whole or any part thereof.

Section 211. Each water connection shall require the connection fee as required by Section 201. All accounts will be billed monthly, regardless of usage or days of service. The applicant shall be responsible to all Articles of this Ordinance regardless of ownership of the property being served by that water connection.

Section 212. No water service shall be furnished or rendered free of charge to any person.

Section 213. To discontinue service with the City, the customer must make a request, in writing, to have the service discontinued. The City has forms available at City Hall, which can be completed in person, by mail, or online. Service will not be discontinued until the completed form is received.

Section 214. Customers with a critical medical need for water service shall provide a letter stating the medical necessity for water service on their physician's letterhead. If the customer's account is unpaid after the 20th, a written disconnect notice will be given, and service discontinued 48 hours later if balance remains unpaid. All penalties, late fees, and non-payment fees will apply.

ARTICLE III

SERVICE

Section 301. The City shall provide personnel to operate the system in number and of skill as required by the rules and regulations of the South Carolina State Department of Health and Environmental Control. The City agrees to use reasonable diligence in providing a regular and uninterrupted supply of water service. In case the supply of water shall be interrupted, or fail by accident, or any cause whatsoever, except negligence on the part of the City, the City shall not be liable for any damages sustained by the customer by reason thereof.

(A) WATER METER OWNERSHIP

The City of Walhalla shall exclusively own all water meters as a part of its water system. The user of utility service shall pay for the tap to the City of Walhalla Water System to provide such service to connect water to the ultimate user. Customer is liable for ANY damages or tampering to the meter, box, valve, connections, etc. The City is NOT responsible for any portion of a service line beyond the discharge meter coupling.

(B) WATER METER REMOVAL FOR NONPAYMENT, TAMPERING, OR DAMAGE

If an individual, corporation, partnership, or other entity does not pay a bill for utility service prior to the 20th of the month, and service shall be disconnected, and the water meter shall be locked. The lock shall be removed only when the bill is paid, including delinquent charges. If the lock is removed, cut, bypassed and/or tampered with, or the meter is tampered with or damaged, the following will occur:

The water meter shall be removed, and service discontinued. The minimum charge for removal and reinstallation shall be \$250.00, or the cost of actual repairs, whichever is greatest, plus payment of any delinquent bill.

Section 302. All services will be metered. Where water meters fail to register, bills shall be arrived at by comparison with the same month of the previous year. When at the request of the customer, water meters have been tested by the City or any other party approved by the City and found to be more than 3% fast, previous bills reflecting such inaccuracy will be adjusted accordingly, but in no case will the adjustment exceed three months prior billing. If a meter is tested at the customer's request more than once in any six-month period, the customer shall pay a service charge of **\$25.00** for such service but in the event the meter is found to be more than 3% fast, then the customer will have his bill adjusted as stated above and no service charge will be applied. For remote read meters, the reading on the meter register shall be the reading used for billing purposes in the event of a transmitter failure.

Section 303. The City shall have the right to enter the Customer's premises without notice for the purpose of making emergency repairs, disconnection or reconnection of service, necessary installations, or reading of meters. The City shall further have the right to enter the Customer's premises for inspection and any other reason for administering reasonable

service provided that the customer is notified in advance.

Section 304. All commercial businesses inside the City, whether owner occupied or rental property, must pass a fire inspection before water service can be established.

Section 305. All applications for water service are also subject to the Oconee Joint Regional Sewer Authority policies in effect at the time of application.

Section 306. All water connections installed for sprinkler systems or similar business or commercial fire protection devices must be equipped with at least a testable double check valve or a reduced pressure backflow preventer on the customer's side of the line, at the customer's expense. These must be certified once per year by a certified backflow tester at the customer's expense, and all tests must be submitted in the iBackflow system. Testing notices will be sent by iBackflow several weeks before the test is due. If a customer fails to have the device tested, the City will have the device tested by a contract tester, and bill the customer \$75 on their water bill.

Section 307. The City will allow each customer two free convenience cutoffs and cut-ons each year; thereafter, a fee of \$25.00 will be billed for this service. Convenience cut-offs, as a protective device during periods of absence from the premises, do not relieve the customer of any obligation to pay the minimum charges as set forth in the rate schedule of Article VI.

Section 308. All building plumbing shall conform to the National Plumbing Code, latest revision, and shall be accomplished only by a regular, licensed plumber authorized by the City. It shall become the responsibility of each person requesting a water connection to notify the City and arrange for final inspection of the plumbing while visible and accessible to the inspecting agent of the City before permission to connect is granted.

Section 309. The City shall make inspections of existing building plumbing and if any condition is found which, in the opinion of the City, constitutes a health hazard or a potential health hazard to the water supply or operation of the Waterworks System. The City shall require immediate action to be taken by that customer or sever the water connection until remedial measures are instituted, and the hazard eliminated to the complete satisfaction of the City.

Section 310. Under no circumstance shall any part of the Waterworks System be connected in any way with any other water source. Any hazardous connection between the Waterworks System and any source of contamination is expressly prohibited.

Section 311. During any and all improvements, expansions, extensions, repairs, or fire calls, the City shall exercise all reasonable precautions to protect the quality of the water supply including, but not limited to, flushing of mains and chlorination.

Section 312. In the interest of the public health and safety, the City shall be permitted to take such emergency action as may be deemed necessary in the operation of the Waterworks System. These rights, include but are not limited to, the right to close down any water line

or portion of the System for the purpose of making connections, alterations, or repairs. The City shall not be liable for any damages to any portion of the customer's service line, plumbing, etc.

Section 313. The City shall conduct periodic tests in a recognized and generally accepted manner to ensure a potable water supply to the customer. These tests are to be in accordance with the rules and regulations of the SCDHEC.

Section 314. During times of drought, the City reserves the right to discontinue water service for failure to abide by the water restrictions imposed. All irrigation equipment must be removed prior to re-installation of the meter.

Section 315. For new business or commercial water service, where renovations will be taking place, and water service will be needed, all permits must be obtained (Zoning, OJRSA if applicable, Building Permit) prior to application. After permits have been obtained, the Fire Marshall can be contacted for an inspection. After passing inspection, the Fire Marshall will clear the property for water service, and the occupant may then apply for water service. If the Fire Marshall, at any time during the renovation process, determines that the occupant is working outside of the permitted use or activities, or not following the permitted actions, the Marshall may request that water service be discontinued.

ARTICLE IV

RECORDS AND BILLING

Section 401. All metered accounts shall be billed and payable monthly.

Section 402. While the City will make every reasonable effort to see that each customer received his bill, no responsibility will be assumed for non-delivery when same has been mailed at the Post office.

Section 403. All charges for water services are due and payable at the collecting office in the City Hall building of Walhalla.

Section 404. All bills paid after 5:00 PM shall be credited on the following business day.

Section 405. In no event will refunds for overcharges be made for a period covering more than three (3) months immediately preceding.

Section 406. Each account for water service shall be classified for billing purposes at the discretion of the City according to the definitions contained herein. The customer shall have the right to redress to the City for purpose of reclassification through presentation of sufficient evidence to the City Council.

Section 407. Billing will be based upon minimum rates for each meter size as given under Article VI. Any service discontinued for convenience under Section 305 shall be subject to

payment of the minimum monthly rate for the period of absence.

Section 408. Services discontinued for non-payment shall only be re-instated after all past due charges, penalties, non-payment fees, and tampering fees have been paid in full. If the balance remains unpaid for 2 months and exceeds the connection fee amount, or, is unpaid for 3 months, the account will be closed and the connection fee applied to the balance. Outstanding balances on old accounts may be transferred to a customer's active account for payment.

Section 409. The City shall keep separate from other business the records of the Water System.

Section 410. All records of business transactions, billings, and receipt of funds shall be maintained by the City clerk and treasured in accordance with the Bond Ordinances governing the system.

Section 411. The City Council shall prepare an annual budget for the Water System based upon the audit and establish such changes as may be necessary to fund said budget in accordance with the Water Use Ordinance.

Section 412. The City of Walhalla has the right, pursuant to the South Carolina Setoff Collection Act, to collect any sum due and owed by the applicant through offset of the applicant's state income tax refund. If the City of Walhalla chooses to pursue debts owed by the applicant through the Setoff Debt Collection Act, the applicant agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue, the Municipal Association of South Carolina, and/or the City of Walhalla. If the City of Walhalla chooses to pursue debts in a manner other than setoff, the applicant agrees to pay the costs associated with the selected manor as well.

ARTICLE V

TAPS

Section 501. No water connection shall be made until the tap fee as set forth below has been paid, and all necessary encroachment permits have been obtained.

Section 502. All taps and related water connections shall be accomplished by the City using standard equipment and materials.

Section 503. Tap fees for new connections shall be determined by the following based upon the number of equivalent units served:

TAP FEES

Equivalent Units	Meter Size	Tap Fee	
		Inside	Outside

			Premade		Premade
1-2	3/4"	1,000	850	1600	1200
3-5	1"	1200	1150	2000	1500

All tap fees for taps larger than one (1) inch in size, or requiring additional work beyond the normal tap, shall be the base one (1) inch tap cost, plus all materials, and appurtenances required for a complete installation. Each tap application will be reviewed, and a cost estimate provided to the customer, based upon actual site conditions. For new water taps that require additional materials (Additional pipe, concrete or asphalt work, special conditions, etc.), above and beyond that included in the tap fee listed, a quote for the additional cost will be prepared for the customer. The City reserves the right to postpone the installation of a service tap until all required permits are obtained, and all materials for the job have been delivered.

All taps requiring flow for fire protection shall be required to have a detector check valve assembly for backflow prevention and to monitor usage. The fire line charge is for the tap fee and inspection only. The tap fee for all fire lines is \$2500.00. For fire line taps outside City limits, or as part of a new construction project, all work, including tap, must be performed by a licensed contractor, and coordinated with City of Walhalla personnel. For retrofit fire sprinkler projects, within City limits, the City will perform the fire line tap.

Section 504 Master Meters are allowed only by special permission of the City Council. Each billing/dwelling unit is required to have a separate meter. If any unit is removed from a master meter connection, the unit must have a separate meter installed before service can be restored. If the unit is re-connected to the master meter, the master meter is subject to disconnection for violation of this ordinance.

ARTICLE VI

WATER USE RATES

RESIDENTIAL/COMMERCIAL USERS

	IN TOWN	OUT OF TOWN
First 2000 Gallons	\$16.50/UNIT	\$32.40/UNIT
Per 1,000 Gallons	3.31	\$5.10

INDUSTRIAL USERS

First 25,000 gallons	\$49.39/UNIT	\$76.00/UNIT
Over 25,000 gallons/1000 gallons	1.59	2.50

FARM USERS

First 40,000 gallons		\$81.00
Over 40,000 gallons (Per 1000 gals. Used.)		\$2.07

MUNICIPAL

First 25,000 gals.		\$100.00
Over 25,000 gals./1000 gals.		\$2.25

Section 601. Sprinkler service provided to commercial, business or industries which are not metered shall be charged a monthly rate of \$0.10 in town and \$0.20 out of town per one hundred (100) square feet.

Section 602. Discontinued or services, cut off for non-payment of bills may be reconnected only after payment of all charges, penalties, non-payment fees, and tampering fees.

Section 603. Discontinued water service cut on after normal hours of operation shall only be done with proof of payment of bill in full. Only a paid receipt or a cancelled check for the amount due will be accepted as proof.

Section 604. Each customer will be entitled to one adjustment every four years due to water leaks, upon showing proof of repair of the plumbing system. The customer will pay an estimated bill based upon the last six months of billing. The customer must have a minimum of six month's usage history to be eligible for an adjustment, and apply for the adjustment in person. If a customer has a leak, and is not eligible for a leak adjustment, the customer may be eligible for a payment plan. To qualify, there must be proof of the leak repair, and the customer's bill must be at least double their 6-month average usage. If qualified, the customer must request the payment plan prior to the 10th to avoid that month's penalties. The request must be made in person, by the account holder. The customer's high bill will be divided into 3 monthly payments that must be paid in addition to the normal monthly billing. If the payment is not made by the 10th, penalties will apply to the entire

balance. If payment is not made by the 20th, the account will be subject to disconnection. If the customer's bill is greater than \$1,000, the payment period will be extended to 6 months, and all other conditions above will apply.

ARTICLE VII

WATER SYSTEM EXTENSIONS INSIDE CITY LIMITS

Section 701. New developments proposed to be constructed within the City Limits of Walhalla shall be provided access to adequate water service along public road rights of way which border the property to be developed. All proposed water main extensions within the development will be at the developer's cost, and built to meet the City's specifications. The developer's engineer will develop a preliminary plan to serve the development to include:

- Proposed use (residential, commercial, etc.)
- Number of units
- Anticipated water demand
- Preliminary layout of lots, water mains and sizes, proposed connection point(s) to public water system, etc.
- Proposed timeline of project

Information provided during the initial design phase of the project will be used to determine the City's current ability to serve the project, and/or the need for existing system upgrades.

All required extensions of existing water mains, exceeding \$10,000, must be approved by City Council.

After the final development of plans, the project will follow the same process listed in Sections 703 – 711.

Section 702. Cost of design and construction of water lines in any new development, or line extension, shall be the responsibility of the person responsible for such development.

Section 703. Water lines constructed within new developments may be conveyed to the City provided all lines are located within public rights of way or upon approval easements of adequate unobstructed widths to provide maintenance vehicle access.

Section 704. Any new development proposing to construct water distribution line or extensions to existing transmission mains to connect directly into the City's water system shall conform it's plans and specs, shall be prepared by a registered engineer who is authorized by the laws of the state of South Carolina and approved or approval by any and all local, county and state authorities having jurisdiction.

Section 705. The following administrative procedures shall be followed:

- A. Submit preliminary construction plans to the approving authority in sufficient detail to indicate location, system layout, line sizes, service connections, flows, pressures and point of connection to the City's system.
- B. Receive preliminary approval from City and other jurisdictional agencies.
- C. Prepare construction drawings and documents for City approval.
- D. Secure all other agency approvals of construction drawings and contract documents.
- E. Upon receipt of all approvals, proceed with construction, notifying the approving authority of construction schedules.
- F. Provide the approving authority and its authorized representatives with permission for on-site inspection during construction.
- G. Furnish to the approving authority a certificate of completion, instrument of conveyance, warranty together with such other legal documents as may be required.

Section 706. Construction of the proposed water system shall be accomplished by a registered licensed contractor under the laws of the State of South Carolina who shall have paid all business licenses required by the City.

Section 707. Upon completion of construction, the engineer employed by the development shall inspect and furnish to the approving authority at no cost to the City, his certificate of completion indicating that the subject water system has been constructed in accordance with the approved plans and specs, and shall provide four copies of "As Built" drawings.

Section 708. The owner or his authorized agent shall submit a warranty which is a legal instrument in which the owner warrants the materials, equipment, and construction of the system for twelve months. The owner shall further warrant to the approving authority that all fees have been paid by him such that there is no outstanding indebtedness remaining and holding the City harmless in each instance.

Section 709. All water taps shall be made during construction from the main out to the property line. Location of all taps shall be recorded on the "AS Built" drawings.

Section 710. All water line extensions must be compatible with present and future plans and needs of the City.

Section 711. When all other requirements of this ordinance have been met and approved, the owner shall prepare and submit to the approving authority an Instrument of Conveyance, conveying the constructed system to the City, at no cost to the City and the system shall thereafter be owned, operated and maintained by the City as provided for in this ordinance. The Instrument of Conveyance shall also include permanent easements and rights-of-way fully described and duly recorded at the appropriate authority.

Section 712. Water system extensions (Single Family Dwelling). Construction of water lines to service a single family shall be made as follows:

1. All line extensions of over 1,000 ft. will require approval of the Water Committee.
2. All water lines shall be conveyed to the City of Walhalla at the time the service to dwelling is completed.

Article VIII

VALIDITY

Section 801. All ordinance or parts of ordinances or regulations or parts of regulations in conflict with this ordinance are hereby repealed.

Section 802. This ordinance shall be forthwith codified in the Code of City Ordinances as required by Section 47-61.3 Code of Laws of South Carolina, 1962, and same shall be indexed under the general heading "Waterworks System of City of Walhalla".

Section 803. The City of Walhalla, through its duly qualified officers, reserves the right to take such immediate action for emergencies not specifically covered herein, as they may deem necessary in the interest of public health and safety and further reserves the right to amend this ordinance, in part or in whole, whenever it may deem necessary, but such right will be exercised only in the manner established or prescribed for such matters, including but not limited to , Public Notice prior to final action.

Section 804. The invalidity of any section, clause, sentence or provision in this ordinance shall not affect the validity of any other section clause, sentence or provision of this ordinance which can be given effect without such invalid part of part.

ARTICLE IX

EFFECTIVE DATE

Section 901. This ordinance shall be in full force and effect from and after its passage.

DONE AND RATIFIED in Council duly assembled this _____ day of June, 2021.

Danny Edwards, Mayor

ATTEST:

Brandon Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Second Reading
and adoption: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALHALLA)

ORDINANCE 2021-08

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF WALHALLA, SOUTH CAROLINA, WATER AND SEWER DEPARTMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

BE IT ORDAINED by the governing body of the City of Walhalla in Council duly assembled and by the authority of the same:

SECTION 1.

That the prepared budget and the estimated revenue for the payment of same, are hereby adopted and is made part hereof as fully as if incorporated herein and a copy thereof is hereto attached and also known as the current approved fiscal year budget document;

SECTION 2.

That the City Council shall administer this budget and the City Administrator and/or the Finance Director may authorize the transfer of funds within the Water Department and Sewer Department, lease purchases as deemed necessary and appropriate;

SECTION 3.

That all ordinances or parts of ordinances which are in conflict with this Ordinance are hereby repealed, and that if for any reason, any sentence, clause or provisions hereof shall be declared invalid, such shall not affect the remaining sentences, clauses, or provisions thereof;

SECTION 4.

As designated by the Walhalla City Council, an interfund transfer of \$456,478.45 to the General Fund for obligations.

DONE AND RATIFIED in Council duly assembled this _____ day of _____ 2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Second Reading
And adoption: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALHALLA)

ORDINANCE 2021-09

AN ORDINANCE TO RAISE REVENUE AND ADOPT FOR THE CITY OF WALHALLA, SOUTH CAROLINA, A LOCAL 2% HOSPITALILTY BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

WHEREAS, The City of Walhalla desires to collect a tax for the sole purpose of promoting tourism and/or tourism related activities and for the support of Main Street Walhalla and;

WHEREAS, the City of Walhalla finds it desirable to fund and promote the Main Street Walhalla programs and its endeavors and;

WHEREAS, the City of Walhalla will support Main Street Walhalla by contributing 45% of the prior fiscal year's (FY 21) local 2% hospitality collections to the non-profit arm (a 501c3) of Main Street Walhalla as listed in Section 5 and;

BE IT ORDAINED by the governing body of the City of Walhalla in Council duly assembled and by the authority of the same:

SECTION 1.

That the prepared budget and the estimated revenue for the payment of same are hereby adopted and is made part hereof as fully as if incorporated herein and known as current fiscal year adopted budget document;

SECTION 2.

That the City Council shall administer this budget and City Administrator and/or Finance Director shall authorize the transfer of funds within departments of the City and lease purchases deemed necessary and appropriate:

SECTION 3.

That the City has complied with the S.C. Code 6-1-80 which requires that a municipality shall provide notice to the public by advertising the public hearing before the adoption of its budget for the next fiscal year in at least one South Carolina paper of general circulation in the area;

SECTION 4.

That the tax will be collected for the period of July 1, 2021 through June 30, 2022 and will be used for the sole purpose of promoting tourism and/or tourism related activities.

SECTION 5.

In return Main Street Walhalla will submit an annual budget by April 1 for approval by the City of Walhalla Council and;

Main Street Walhalla will provide monthly financial statements to the City of Walhalla Council and;

Main Street Walhalla will submit an independent yearly financial audit by Dec 31 to the City of Walhalla Council and;

Main Street Walhalla will abide by the procurement regulations set forth by City of Walhalla Ordinance 2019-15 and;

Any shortcomings identified in the independent yearly financial audit shall be remedied by Main Street Walhalla before further contribution will be made by the City of Walhalla.

DONE AND RATIFIED in Council Duly Assembled this _____ Day of _____ 2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Public Hearing,
Second Reading
And Adoption: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALHALLA)

ORDINANCE 2021-10

AN ORDINANCE TO RESCIND ORDINANCE 2013-9 IN ITS ENTIRETY AND REPLACE WITH ORDINANCE 2021-10 AN ORDINANCE TO ESTABLISH FEES FOR CODES AND ZONING

WHEREAS, the City of Walhalla fees for certain services provided by the codes and zoning department requires adopting a more accurate reliable, and more current fee structure.

WHEREAS, the City of Walhalla regulations for fees for certain services provided by the codes and zoning department requires relocating fees within the most current approved budget document for easier reference and budgeting needs.

Then, Let It Therefore Be Resolved, by the City Council of the City of Walhalla, South Carolina rescind ordinance 2019-01 and replace entirety with ordinance 2021-10, making all fees for the codes and zoning department to be reflected in "Appendix A" of the most recent approved budget document.

DONE AND RATIFIED in Council Duly Assembled this _____ Day of _____ 2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Public Hearing,
Second Reading
And Adoption: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALHALLA)

ORDINANCE 2021-11

**AN ORDINANCE TO AMEND ORDINANCES 2012-01 GOVERNING
GARBAGE, TRASH AND REFUSE**

BE IT ORDAINED by the governing body of the City of Walhalla in Council duly assembled and by the authority of the same:

Article II- Collection and Disposal
Section 9- Collection and Disposal Rates

Current

The City shall charge such rates for garbage and refuse collection and disposal as are established by the City Council from time to time.

Remove and Replace with:

The current rates for garbage and refuse collection and disposal are established in "Appendix A" of the most current approved budget document.

DONE AND RATIFIED in Council duly assembled this _____ day of _____
2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Second Reading
And adoption: _____

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE 2021-12

CITY OF WALHALLA)

**AN ORDINANCE APPROVING THE MUNICIPAL ELECTRIC
SERVICE AGREEMENT BETWEEN THE CITY OF WALHALLA AND
DUKE ENERGY CORPORATION**

BE IT RESOLVED AND ORDAINED by the Council of the City of Walhalla, a municipal corporation, that the Municipal Electric Service Agreement attached hereto between the City of Walhalla and DUKE ENERGY CORPORATION be and the same is hereby approved; that the Mayor be and is hereby authorized and directed to execute the same for and on behalf of the City; and that the City Administrator be and hereby authorized and directed to attest his signature.

This resolution was passed by a majority vote of the Council voting in favor thereof at the Council held in the City of Walhalla, South Carolina, on the ____ day of May, 2021, and was again for a second time by a majority vote of the said Council at the meeting of the said Council of the City of Walhalla which was held in the City of Walhalla, South Carolina on the ____ day of June, 2021.

Danny Edwards, Mayor City of Walhalla

ATTEST:

Timothy B. Burton, Interim City Administrator

CERTIFICATE

This is to certify that the foregoing is a true copy of the ordinance and resolution passed by a majority vote of the Council of the City of Walhalla at the meeting held in the City of Walhalla on the ____ day of May 2021, and was again passed by a majority vote of the Council of the City of Walhalla for a second time at the meeting of the Council of the City of Walhalla, held in the City of Walhalla on the _____ day of June, 2021

DONE AND RATIFIED in Council duly assembled this _____ day of June 2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Second Reading
And adoption: _____

STATE OF SOUTH CAROLINA)	MUNICIPAL SERVICE AGREEMENT
COUNTY OF OCONEE)	FOR THE PROVISION OF ELECTRIC
CITY OF WALHALLA)	SERVICE

THIS MUNICIPAL SERVICE AGREEMENT FOR THE PROVISION OF ELECTRIC SERVICE (this “Agreement”), made and entered into this the 1st day of July, 2021 (the “Effective Date”), by and between **Duke Energy Carolinas, LLC**, a North Carolina limited liability company, duly domesticated in the State of South Carolina (“Company”) and the City of Walhalla, a municipality incorporated under the laws of the State of South Carolina (the “City”).

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and the City agree as follows:

1. As a payment for the rights enumerated hereinafter for the term of this Agreement, Company will pay to the City, during the term of this Agreement, on or before the sixtieth (60th) day following the end of each calendar quarter, a sum of money equal to five percent (5%) of Company’s gross electric receipts from the sale of electricity using approved electrical rates, derived by Company from within the corporate limits of the City, for the previous calendar quarter. If the first period of service is less than a full calendar quarter, Company shall make the gross receipts payment to the City for that part of the calendar quarter the Agreement was in effect.
2. During the term of this Agreement, the City reserves the right to adjust the fee upon a vote by the City Council, and will provide one hundred twenty (120) calendar days’ prior notice of such adjustment to Company.
3. The payment of the percentage of gross electric receipts as provided in Section 1 shall be in lieu of all occupation, license, gross receipts, excise, franchise and all other levies or taxes, however designated, and in full payment of all such money demands and charges on such accounts. The Company shall still pay ad valorem taxes on Company’s property, and standard building permit fees in amounts established by the City through its ordinances, regulations and practices that are otherwise applicable.
4. the City hereby consents to Company’s use of all public streets, avenues, alleyways, and public rights-of-way, however designated, for the provision of electric service to the City and its inhabitants and for the maintenance and operation of Company’s facilities within the corporate limits, the City grants its consent to Company to construct and install, operate, maintain, renew, replace and repair its electrical distribution and transmission lines, poles, conduits, transformers, communications cables, and connections and services thereto, and to operate, maintain, renew, replace and repair any existing distribution and transmission lines, over, across, along and under the public streets, avenues, roads, alleys, and other public rights of the way in the City for the transmission, distribution, and sale of electricity and its own internal communications purposes, subject to the terms and conditions of this

Agreement and any applicable municipal ordinances. PROVIDED, however, that no consent is granted hereby for the use of any public streets, avenues, roads, alleys, or other public rights of way in the City for the construction of any transmission line unless that transmission line is specifically necessary for and will be used primarily as an integral part of the electric distribution system serving electricity within the corporate limits of the City, PROVIDED FURTHER, however, that in the case of any transmission line annexed into the City after the Effective Date of this Agreement, Company shall have the consent of the City to use the public streets, avenues, roads, alleys, or other public rights of way in the city for the continued maintenance and operation of such line. AND FURTHERMORE, that in the event of annexation of any territory into the City within which Company has filed with the Federal Energy Regulatory Commission or the Public Service Commission of South Carolina (the "Commission") for approval of the design, routing, siting, and construction of a transmission line not necessary for or intended to be used as an integral part of the electric system for provision of the electricity within the City limits and so long as Company agrees to minimize to the maximum extent possible any possible adverse impact within the City, and to perform the work in accordance with ordinances applicable to all other such construction and utility work within the City Limits, then no further consent of the City shall be necessary for the use of public streets, avenues, roads, alleys, or other public rights of way in that annexed territory for the construction, maintenance, and operation of that transmission line. The parties hereto may make additional contracts not in conflict with this Agreement for the furnishing of said electric energy in accordance with the state law, and under the rates and regulation of, or approval by, the Commission.

5. The Company's right to use public rights-of-way shall be non-exclusive. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold, use, or operate a transmission or distribution system to supply electricity to itself or to others, or should the City grant to another provider of electric service the right to use public rights-of-way for the transmission or distribution of electricity, then all such occupants and users of the rights-of-way shall also be required to receive permission from the City for such occupancy and use and shall pay the same percentage fee on gross receipts as Company, so that Company will not be at a competitive disadvantage as a consequence of the fee required by this Agreement.
6. All work upon the streets and public rights-of-way of the City shall be done under the general supervision and in compliance with applicable ordinances of the City. All street pavement, sidewalks, curb, gutter, sewer, and storm drain facilities, and all appurtenances of any type which may be displaced by reason of such work shall be properly replaced and re-laid by Company to the reasonable satisfaction of the City. If the City or the State of South Carolina determines that it is necessary to reconstruct, widen, or relocate a road or other public right-of-way, the City may require Company at Company's sole expense to relocate its facilities then located in the public right-of-way to an acceptable alternate location within the public right-of-way, as reconstructed, widened, or relocated. If Company's equipment is located on a private property at the time relocation is required by the City's reconstruction, widening, or relocation of the public right-of-way, then the City shall pay for the cost of the relocation of any Company equipment located on private property. This provision on expense allocation shall not require the City to pay for the

expense of relocation of facilities located on private property when the right-of-way change is one requires by the State of South Carolina. Nor shall Company be obligated to incur expenses for the relocation of it facilities when the sole basis for relocation is the aesthetic preference of the City, unrelated to infrastructure improvement for public health and safety, or for project specific economic development.

7. In the event that Company's electric service shall be wholly or partially interrupted or suspended, or shall fail due to any cause reasonably beyond the control of Company and not due to its neglect, or in the event that Company shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, or other equipment, or making repairs or alterations thereto, Company shall not be obligated to provide said service during and such period of interruption, suspension, or failure, and shall not be liable for any damage or loss resulting therefrom.
8. It is expressly agreed that Company does not hereby contract to furnish power for pumping water for extinguishing fires. It is expressly agreed that Company shall not, in any event, be liable to the City for any loss or damage occasioned by fire which may result from the failure of Company to supply electric power to operate any pumping apparatus.
9. It is understood and agreed that this Agreement and all service rendered hereunder are subject to the Rules and Regulations of the Commission and the Service Requirements filed by Company with the Commission, as the same now exist, or any of them may be hereafter amended, modified, changed, or annulled in accordance with the laws and regulations thereto pertaining but only to the extent such rules and regulations may be applicable within municipal limits. All service rendered to the City by Company shall be in accordance with the Rate Schedules, Service Regulations, Underground Distribution Installation Plan, Municipal Overhead to Underground Conversion Plan, and underground plans and forms on file with the Commission.
10. Whenever Company owns real property which is outside the corporate limits of the City but which becomes eligible for annexation under any procedure authorized by the general law of the state, then this Agreement shall constitute written consent by Company for the annexation of its eligible property.
11. The initial term of the Agreement shall be ten (10) years, with an effective date of July 1, 2021 and a termination date of July 1, 2031 (the "Initial Term"). Thereafter, this Agreement will automatically renew in for successive five-year (5-year) increments, unless either party provides the other with written notice of non-renewal at least one hundred eighty (180) days prior to the date of the next automatic renewal (each a "Renewal Term," and the Initial Term and any Renewal Term or Renewal Terms shall be referred to collectively as the "Term"). Should such notice be given by either party, the parties agree to negotiate, in good faith, modifications to this Agreement. In any case this Agreement shall not be extended past July 1, 2041.
12. If the South Carolina General Assembly enacts legislation which deregulates or otherwise restructures the generation and distribution of retail electrical service in this state, then

Company and the City agree to discuss modification to this Agreement. Failure to agree on modifications between one hundred eighty (180) and ninety (90) days of the effective date of the legislation, will entitle either Company or the City to terminate this Agreement with ninety (90) days written notice to the other party. Upon the termination or expiration of this Agreement, all sums due to the City which have accrued but which have not been paid, shall become due and payable within sixty (60) days of the last day of the month in which termination or expiration occurs.

13. Implementation of this Agreement and the application of its terms shall be made in good faith by the parties and in accord with such additional terms they may mutually agree to in writing for that purpose.
14. As of the Effective Date, all prior Agreements of any other type, however designated, which relate to the provision of electric service by Company to the City or which pertain to the use of public right-of-way within the City shall become null and void, except to the extent the provisions contained therein are separately renewed in this Agreement or in any collateral Agreement permitted by this Agreement.
15. Whenever this Agreement requires or permits that notice be given by one party to another, such notice shall be in writing and deemed given (a) when delivered in person to the other party; or (b) when deposited with either a nationally recognized courier or the U.S. Postal Service, addressed as follows:

City: City of Walhalla
Attn: Timothy B. Burton
206 N. Church Street
PO Box 1099
Walhalla, SC 29691

Company: Duke Energy Carolinas, LLC
—
—
Charlotte, NC 28202

With Copy to:

Office of the General Counsel
Attn: Christopher King
550 S. Tryon Street, DEC45A
Charlotte, NC 28202

16. This Agreement shall be governed by the laws of the state of South Carolina without regard to the conflicts of law provisions therein.

17. This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties.
18. The failure of Company in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.
19. City's indemnification obligations set forth in this Agreement shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by City and Company under seal as of the day and year first above written.

City:

CITY OF WALHALLA (SEAL)

By: _____ (SEAL)

Name: _____

Title: _____

Company:

DUKE ENERGY CAROLINAS, LLC (SEAL)
a North Carolina limited liability company

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALHALLA)

ORDINANCE 2021-13

AN ORDINANCE TO RESCIND ORDINANCE 2019-9 AND 2019-16, REGULATIONS FOR MOBILE FOOD VEHICLES, ENTIRELY AND REPLACE WITH ORDINANCE 2021-13

WHEREAS, the City of Walhalla regulations for mobile food vehicles requires amending for more accurate and reliable fee structure.

WHEREAS, the City of Walhalla regulations for mobile food vehicles requires amending to prioritize local food trucks and provide a clear reapplication process.

Then, Let It Therefore Be Resolved, by the City Council of the City of Walhalla, South Carolina adopts ordinance 2021-13, Regulations for Mobile Food Vehicles to read as follows;

SECTION 1- Title and Purpose

The provisions embraced within the following sections shall constitute and be known and may be cited as “The Mobile Food Vending Ordinance”. The purpose of this ordinance is to promote health, safety, convenience, prosperity and general welfare of the citizens of Walhalla by establishing reasonable guidelines and regulations for mobile food vehicles.

SECTION 2- Definitions

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

“Catering Truck” is defined as a truck, van or similar vehicle from which the vendor offers for sale foods and beverages that are prepackaged.

“Food trailer” is defined as an enclosed attached or detached trailer equipped with facilities for preparing, cooking and selling various types of food products.

“Food truck” is defined as an enclosed motor vehicle equipped with facilities for preparing, cooking selling various types of food products.

“Ice cream truck” is defined as a motor vehicle containing a commercial freezer and from which a vender sells frozen prepackaged food products such as ice cream, frozen yogurt, frozen custard, flavored frozen water and similar products.

“Mobile food vendor” is defined as any person selling food from a mobile vehicle but does not include a food trailer.

“Mobile food vehicle” is defined as a self-contained non-motorized unit (push cart), motorized vehicle mounted food service unit that returns daily to its base of operations as approved by DHEC and is used for either preparation or the sale of food products or for both.

“Mobile market food truck” is defined as an enclosed motor vehicle equipped with facilities for the sale of locally grown fresh produce. The produce is sold in its original form and has not been altered or cooked in any other way consistent with coming fresh from the fields or gardens in which it was grown.

“Restaurant” a brick-and-mortar establishment where meals are generally served and eaten on premises or prepares and serves food and/or drink to customers for consumption on the premises in return for money, either paid before the meal, after the meal or with running a tab. A restaurant does not include a food service that is delivery only.

SECTION 3 Required

- A) It shall be unlawful for any person to engage in business as a mobile food vendor within the City without first obtaining a city business license and a mobile food decal to do so.
- B) To obtain and display approvals from the South Carolina Department of Health and Environmental Control and any other agency documentation necessary to provide food service.
- C) To obtain a State of South Carolina Retail License.
- D) At time of application for a business license, the mobile food vendor must provide proof of general liability insurance for operation of the vehicle as a motor vehicle and the conduct of business and if conducted on public streets or city owned property amounts reasonably determined by the City Administrator. Failure to maintain this insurance can result in immediate revocation of the license.
- E) Each licensed mobile food vendor must maintain for patrons' use, a litter receptacle of sufficient size to accept litter being generated by the sales from the vendor's vehicle at the point of sale. The receptacle must be maintained in such a manner as to preclude an over flow of refuse. Each vendor shall pick up litter which is associated with the vendor's sales in the

vicinity of the vendors' mobile food vehicle prior to departing a sales location. Recycling is encouraged.

- F) Mobile food vendors shall be limited to edibles hot and cold beverages containing no alcohol. The selling of nonfood or drink items shall be limited to merchandise displaying mobile food vendor company and logo and branding.
- G) To display decal and picture of the unit.
- H) To collect and remit Hospitality Taxes in the same manner as other food services.
- I) All power shall be self-contained.
- J) Provide proof of ownership or lease of the property from the owner for such purposes.
- K) Must provide to the City a lease or the written expressed consent from the owner to use the business property on which they propose to operate.
- L) Provide a site plan including photo of site and detailed layout noting truck orientation and service plan for each site.

SECTION 4 Temporary permits

- A) A mobile food vendor may apply for a temporary permit limited the business to operate five days within the calendar year. The permit shall indicate the days of intended operations. If it isn't known which days of operation, the permittee must communicate such operation to Codes Enforcement officer 72 hours prior to the days of operation. Failure to communicate such notice shall be a violation of this ordinance which may result in revocation of the permit.
- B) Temporary permit will not be required for vendors that have officially registered with the host of permitted special event prior to the start of said event. Special Event host are required to supply the city with a list of all registered food vendors at least 5 days prior to the event. Any food vendor not registered with the event will be required to obtain the necessary permits to operate.

SECTION 5 Fees

Upon approval of an application the annual permit fee shall be reflected in "Appendix A" of the most current adopted budget document.

SECTION 6 Operation

All mobile food vendors shall be subject to the following regulations in their operation on private property:

- A) No mobile food vendor shall operate within 250 feet from the door of a lawfully established eating establishment that is actively open for business serving customers, unless the food truck vendor provides documentation, which is signed by the restaurant owner(s), that the restaurant owner interposes no objection to a closer proximity.
- B) No mobile food vendor shall operate outside the hours of 8:00 a.m. to 10:00 p.m. However, a mobile food vendor may apply for additional authorization to operate after 10:00 p.m., but under no conditions operate later than 1:00 a.m. the following day.
- C) No mobile food vendor shall use any public address system or sound device which produces an offensive or loud noise to attract customers, and vendors shall not use any public address system on the vehicle to broadcast or advertise products.
- D) Mobile food vendors must keep all areas within five feet of the truck and any associated seating clean of grease, trash, paper cups or cans associated with the vending operation. No liquid waste or grease is to be disposed in tree pits, storm drains or onto sidewalks, streets or other public spaces. Under no circumstances can grease be released or disposed of in a sanitary sewer system.
- E) All exterior body work and mechanical equipment of any mobile food truck vendor shall be maintained in good and clean condition and free of excessive wear or damage. All exterior paint work shall be maintained in good condition, free of substantial scratches, chips, rust, dents and abrasions. All windshield and window glass shall be maintained free from cracks, scratches, pitting, abrasions, or any other conditions that may cause a hazard or reduce clarity of vision below the level specified by the manufacturer, and/or other type of damage or possible public hazard deemed appropriate by the Codes enforcement officer.
- F) Food vendors shall not obstruct the use of any street intersection, pedestrian crosswalk or space. Shall not impede ingress or egress of any driveway. The use of existing on-street parking is not permitted for food

truck operation from Tugaloo St to Ann St, except with written authorization from city officials.

SECTION 7 Denial, Revocation, Suspension of Permit

- A) A permit may be revoked, suspended, modified, or not renewed by the City for failure to comply with provisions of this ordinance, or any provisions of this Code or other ordinance of the city.
- B) A permit may also be revoked for the following reasons:
- i. whenever in the judgement of the City Council deems it necessary for the protection of the public good or for prevention of disorders; provided, however, that the City Council shall first give reasonable notice to the permittee of a public hearing on the matter of such revocation.
 - ii. The permittee or any of its principals fails to satisfy any qualifications or requirement imposed by this ordinance or other local, state, or federal laws or regulations that pertain to the particular license or
 - iii. The permittee or any of its principals is or has engaged in a business, trade or profession without having obtained a valid license, permit or work card when such applicant or principal knew or reasonably should have known that one was required.
 - iv. The permittee or any of its principals has been convicted of any crime as a result of having perpetrated deceptive practices upon the public within the last ten years.
 - v. The permittee or any of its principals had been convicted of any crime that involves any local, state, federal law or regulation arising out of the operation of similar business.
 - vi. The motor food vehicle on which the business is conducted does not satisfy all local state or federal laws or regulations which relate to the activity that is to be licensed after a notice of opportunity to cure.
 - vii. The permittee or any of its agents is in default of any payments owed to the city.

- viii. The application contains material omissions or false, fraudulent, or deceptive statements.
- ix. The motor food vehicle is operated in such a manner as constituting a public nuisance.
- x. The SCDHEC denies, revokes or suspends the license of the mobile food vehicle.

The provisions of this section are not exclusive. This section shall not preclude the enforcement of any other provisions of this Ordinance or local state and federal laws and regulations.

SECTION 8 Ice Cream Trucks

All ice cream trucks are subject to requirements as stated above. Ice cream trucks must remain mobile, except for short periods of time in order to make a sale, or except by contract or authorization from the City for a special event or contracted through the parks and recreation department. Ice Cream trucks shall not operate before 9:00 a.m. and must cease operations one half hour before sunset as stated by the National Weather Service.

Ice cream trucks may not use any public address system on the vehicle to announce or advertise its products. A bell or musical recording may be sounded for a period of time to announce the arrival of the vehicle at each location as deemed appropriate by the Code Enforcement Officer.

SECTION 9 Term

Every permit issued under the provisions of this division shall expire December 31 of each year.

SECTION 10 Severability

If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by declaration of any court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this ordinance.

DONE AND RATIFIED in Council Duly Assembled this _____ Day of _____
2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Public Hearing,
Second Reading
And Adoption: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALHALLA)

ORDINANCE 2021-14

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH THE 10TH JUDICIAL CIRCUIT PUBLIC DEFENDERS' OFFICE

WHEREAS, the law requires that counsel be appointed in cases where a defendant is not able to afford an attorney and charged with a criminal offense and can be incarcerated for said offense and;

WHEREAS, the 2021-2022 Appropriation Act adopted by the South Carolina Legislature includes the following provision:

61.12. (INDEF: Optional Courts and Indigent Representation) If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts;

WHEREAS, The City of Walhalla desires to enter into an agreement with 10th Judicial Circuit Public Defender in order to comply with the budgetary proviso and in order to provide for the usual and customary legal services for indigent defendants within its court and;

WHEREAS, the City of Walhalla authorizes the Interim City Administrator to sign agreement and;

WHEREAS, the agreement is made part hereof as fully as if incorporated herein and a copy thereof is hereto attached

NOW THEREFORE BE IT RESOLVED, by City Council of City of Walhalla, this ordinance is

DONE AND RATIFIED in Council Duly Assembled this _____ Day of _____ 2021

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Public Hearing,
Second Reading
And Adoption: _____

AGREEMENT

This agreement, the effective date of which is July 1, 2021, is between the City of Walhalla (herein “Municipality”) and the Tenth Judicial Circuit Public Defender (herein “Public Defender”).

WHEREAS, the law requires that counsel be appointed in cases where a defendant is not able to afford an attorney and charged with a criminal offense and can be incarcerated for said offense;

WHEREAS, the 2021-2022 Appropriation Act adopted by the South Carolina Legislature includes the following provision:

61.12. (INDEF: Optional Courts and Indigent Representation) If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts;

WHEREAS, Municipality desires to enter into an agreement with Public Defender in order to comply with the budgetary proviso and in order to provide for the usual and customary legal services for indigent defendants within its court.

NOW THEREFORE, the parties hereto agree:

1. **TERM:** The term of this Agreement shall be for twelve (12) months, beginning July 1, 2021 and ending on June 30, 2022, unless terminated sooner as set forth herein.

2. **COMPENSATION:** The City of Walhalla shall pay the total of Three Thousand Six Hundred Fifty Three and 00/100 (\$3,653.00) dollars payable to the Tenth Circuit Public Defender for the term of this agreement. Public Defender will invoice the City of Walhalla no later than July 30, 2021 and City will remit payment within thirty (30) days of invoice date.

3. **SCOPE OF SERVICE:** Public Defender shall provide legal representation for accused indigents in the Municipality’s criminal court when appointed as required by law, after a determination by the Clerk of Court that the person meets the requirements of indigency. If the person is incarcerated, he/she is considered indigent during the period of incarceration. If the person is released from incarceration, he/she must complete the Affidavit of Indigency and Application for Public Defender through the Oconee County Clerk of Court’s office as required by law. Public Defender shall handle all charges that subject a person to the risk of incarceration, with the exception of traffic offenses, ordinance violations or offenses that traditionally results in only a fine without the risk of incarceration.

4. **STANDARD OF PERFORMANCE:**

A. Public Defender representation shall be of sufficient quality to meet all constitutional, statutory and case law requirements and consistent with the Standards of Representation established by the SC Commission on Indigent Defense.

B. Public Defender shall render all professional legal services reasonably required from the time of appointment to and including final adjudication or disposition and, as necessary, filing notice of appeal.

C. Public Defender shall be responsible for the cost of any expert witnesses or testing he/she deems necessary.

5. CONFLICT: In the event of a conflict of interest between the Public Defender and any defendant, the Circuit Public Defender shall assign the case to a conflict attorney pursuant to Rule 608 contracts.

6. INDEPENDENT CONTRACTOR: The Public Defender, its employees or contractors, are not an employee of the Municipality, and are independent contractors, who shall complete the required representation in accordance with the attorney's professional legal judgment, which shall be in the exclusive charge and control of the Public Defender. The Defendants are clients of the Public Defender and not Municipality.

7. RENEWAL: This agreement may be renewed by the parties. The parties should determine no later than March 30, 2022, if they wish to renew this agreement for funding and services to allow sufficient time for the closure of cases in the event the agreement is not renewed.

8. TERMINATION: This agreement shall terminate naturally as of the last date of the term. However, it is mutually agreed that this agreement may be terminated by either party by providing ninety (90) days written notice of termination. The agreement will automatically terminate on June 30, 2022, if the requirement is not included in the 2022-2023 Appropriations Act.

9. ENTIRE AGREEMENT: This document represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last signature.

Witnesses: _____

Jennifer L. Johnson, Circuit Public Defender

Date: _____, 2021.

Witnesses: _____

Date: _____, 2021.

_____, City of Walhalla

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE 2021-15

CITY OF WALHALLA)

AN ORDINANCE TO PROVIDE FOR A CITY ADMINISTRATOR FOR THE CITY OF WALHALLA, SOUTH CAROLINA TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

Be it ordained by the City Council of the City of Walhalla, South Carolina, in council assembled in order to guide and accomplish a more effective and economical city governmental structure, that a position of city administrator is hereby created and established to assist the council in their offices and shall be established and governed by the following provisions:

SECTION 1. ELECTION

The Mayor and City Council shall appoint, by contractual agreement, a City Administrator and fix his/her compensation, duties, and other matters related thereto. He/she shall be appointed solely on the basis of his executive and administrative knowledge and/or qualifications.

SECTION 2. SEPARATION OF POWERS

The City Administrator shall work directly for the Council.

SECTION 3. REPEAL OF CONFLICTING

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed.

DONE AND RATIFIED in Council duly assembled this _____ day of _____ 2021.

Danny Edwards, Mayor

ATTEST:

Timothy B. Burton, Interim City Administrator

Introduced By: _____

First Reading: _____

Second Reading
And adoption: _____

**MINUTES OF THE COMMITTEE MEETING
OF THE WALHALLA CITY COUNCIL
JUNE 1, 2021, 5:30 PM**

Present: Mayor Danny Edwards, Councilwoman Sarai Melendez, Councilman David Underwood, Mayor Pro-Tempore Danny Woodward, Councilman Josh Roberts, Councilman Keith Pace, and Mr. Timothy Burton, Interim City Administrator.

Absent: None

Mayor Edwards Opened the committee meeting at 5:30PM

A moment of silence was observed

Committee Reports were given by respective department heads.

Parks and Recreation- Mr. Woodward, Chair

Director Galbreath reported:

Regular season games are over, all-star practice is beginning

There are 5 teams participating in All-Stars.

Fence is repaired at the creek

Public Works- Mr. Roberts, Chair

Director Price reported:

County has not reported the tonnage of collections

Delivered 27 roll carts

Picked up 7 roll carts

During the month of March our department continued picking up leaves, brush, cleaning storm drains, trimming trees and other routine maintenance tasks. Cleaned up bike trail. Pool and splash pad has been prepped for season. Set up for the outdoor event on Memorial Field

Police- Mr. Underwood, Chair

Chief Brinson reported:

1137 Calls for service

474 traffic stops

13 collisions

45 incident reports

503 citations issued

31 arrests

129 extra patrols

158 hours of training

Community Meeting was held to highlight internet security and scam awareness

2 officers at the academy
Provided security for Memorial Field

Utilities- Mr. Pace, Committee Member

Director Parris gave report:

11- new water taps
1- new sewer taps
54- new water contracts
5- emergency locates
26- sanitation delivery work orders
7- sanitation pickup work orders
2-meter box changes
31- meter change outs
2-new development service inquires.

Cane Creek sewer work has completed pipe lining and now working on manholes.
Lisa Hendricks, billing supervisor, has left the city. In process of backfilling and training current staff.

Main Street (General Gov't)- Mr. Pace-Chair

Director Imbody gave report of upcoming events and noted the Main Street Board had a 5-year workplan. Mrs. Imbody discussed the possibility of a Carnival in conjunction with Independence Eve.

Fire and Codes- Ms. Melendez-Chair

Chief Burton gave April report:

117 calls for service
57 Fire, 60 medical/rescue
15 mutual aid
59 inside city, 74 outside
237 hours spent on incidents
557 hours of training completed
14 inspections completed
10 code enforcement issues addressed
8 verifications/permits issued

Held listening session for moratorium working with planner to address comments
Provided fire and ems service for the event on Memorial Field
Ordering fireworks for July 3

General Government- Mr. Pace, Chair

Chief Burton gave the administrators report

Moratorium listening session completed

Greenway project is underway

Walhalla-Westminster Waterline Interconnect project is closed out

Old fire station sale contract is complete

New additions to QS-1

Stumphouse vehicle and collections are back to last year's high levels.

This concluded committee reports.

Mayor Edwards adjourned the meeting.