



CITY OF WALHALLA

Main Street to the Mountains

AGENDA

WALHALLA CITY COUNCIL MEETING

September 19, 2023

5:30 PM

City Hall | 206 N Church St, Walhalla, SC

Danny Edwards
Mayor

Danny Woodward
Mayor Pro Tem

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Keith Pace
Councilman

David Underwood
Councilman

Vacant
Council Seat

Michael Kozlarek
City Attorney

Celia Boyd Myers
City Administrator

I. **Call to Order and Welcome**

Mayor Edwards

II. **Moment of Silence**

III. **Pledge of Allegiance**

IV. **Approval of Agenda**

V. **Approval of Minutes**

August 15, 2023

VI. **Public Comment** (*Public Comment is limited to 5 minutes and must be directed to Council, per City Ordinance 2022-8*)

VII. **Presentation:** Mr. Ron Kaufman, Ride to Work Ministry

VIII. **Mayoral Proclamations**

A. Hispanic Heritage Month: Proclaiming September 15 - October 15, 2023 as Hispanic Heritage Month

B. Fire Prevention Week: Proclaiming October 8-14, 2023 as Fire Prevention Week

IX. **Administrator's Report**

A. Monthly Reports

X. **First and Final Reading of Resolutions:**

A. Resolution 2023-14: A Resolution appointing Celia Myers to Seat 5 of the Oconee Joint Regional Sewer Authority.



CITY OF WALHALLA

Main Street to the Mountains

XI. **Second, Final Reading and Public Review of Ordinances:**

- A. Ordinance 2023-17: An Ordinance to Regulate, Restrict and Limit, in the interest of the Public Health and Safety, the use and operation of the Water and Sewer Systems maintained and owned by, or which may become the property of, the City of Walhalla and providing penalties for violation thereof. This ordinance rescinds all previous ordinances and ordinances or parts thereof in conflict with are hereby repealed.

Danny Edwards
Mayor

Danny Woodward
Mayor Pro Tem

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Keith Pace
Councilman

David Underwood
Councilman

Vacant
Council Seat

XII. **First Reading of Ordinances:** None

XIII. **Discussion and/or Action Items** *(to include Vote and/or Action on matters brought up for discussion, if required)*

- A. Public Defender Agreement for FY2024
B. Springbrook Software: Cirrus Cloud
C. Utilities Committee Report

XIV. **Executive Session** *(to include Vote and/or Action on matters discussed, if required)*

- A. Contractual Matter: Fire Contract
B. Real Estate Matters: City owned properties, Recreation Center
C. Lease Matter: City owned property

Michael Kozlarek
City Attorney

Celia Boyd Myers
City Administrator

XV. **Mayor Comments**

Mayor Edwards

XVI. **Adjournment**

**City of Walhalla
City Council
Tuesday, August 15, 2023 • 5:30 PM
Council Chambers • City Hall
Walhalla, South Carolina
Minutes**

In accordance with the South Carolina Freedom of Information Act, Section 30-4-10 et seq., South Carolina Code, 1976, the media was duly notified of the date, time, and place of the meeting.

Councilmembers Present: Mayor Danny Edwards, Mayor Pro Tem Danny Woodward, Grant Keehn, Keith Pace, Sarai Melendez and David Underwood

Councilmembers Absent: None

Staff Present: Celia Myers

Call to Order: Mayor Edwards called the meeting to order at 5:30 PM, with a quorum present to conduct the meeting and welcomed all present to the meeting.

Moment of Silence: Mayor Edwards called for a moment of silence.

Pledge of Allegiance: Mayor Edwards asked Councilmember Woodward to lead the Pledge of Allegiance.

Approval of Agenda: Mayor Edwards called for a motion to approve the agenda. Mr. Pace moved to approve the agenda; Mr. Woodward seconded. The agenda was unanimously approved.

Approval of Minutes: Mayor Edwards called for any changes to the July 18, 2023 minutes. Hearing none, Mr. Pace moved to approve the minutes and reports provided; Mr. Underwood seconded. The minutes were approved 5-0 with Mr. Keehn abstaining.

Public Comments: Mayor Edwards called for any public comments. Fourteen members of the public spoke.

Mr. Barry Nichols of Park Place Drive spoke first. He shared his opposition to Ordinance 2023-17, calling it forced annexation. He asked that Council examine this very carefully and asked that it be removed.

Mr. David Nix of Brookside Drive stated he was also speaking for the Oconee Conservatives in his opposition to Ordinance 2023-17. He added that he was sensitive to property rights and that stated that if annexed, properties would have to come into compliance with City ordinances.

Mr. Ray Hall of Hunnicutt Drive shared his opposition to this amendment. He added that if he was annexed, he would leave.

Mr. Joseph Blackwell of Ponderosa Road relayed his opposition to the annexation clause. He asked to go on the record that this will cause issues.

Ms. Ilia Schumacher of Red Hill Farm Drive voiced her opposition to the proposed annexation language in Ordinance 2023-17. She added that she currently had a tap, so she could not be annexed, but she was speaking for others.

Mr. Joey Hooper of Virigina Drive voiced his total opposition to annexation. He added that if passed, it would broaden who could run for Mayor and Council.

Ms. Karen Smith of Pickett Post Road shared that she just learned of this agenda item. She added that she knew the City needed money, but she lived in the country. If the City wished to annex, she recommend it go towards Hwy 28.

Mr. Jason Burrell of Muller Road stated he wished to live in the country. He added he appreciated City water, but he was asked to speak on behalf of neighbors with livestock who could not attend due to health or other reasons. He shared concerns of future code enforcement and questioned whether City sewer would be provided. He continued that Walhalla was a beautiful town, but he doesn't agree to move here.

Mr. Kark Pittard of Embassy Place stated that he wasn't prepared to speak. He shared that he enjoyed country living - shooting a gun when he wished, burning in a pit, hollering outside. He said that if he wished to be in the City, he would move within the City limits.

Ms. Mercy Keehn of North Poplar Street spoke in opposition to the annexation proposal. She stated that it wouldn't hurt her, but that it could others.

Mr. Brad Deaton of North Laurel Street stated that he did not have the pros and cons of the proposal, as none had been presented. He added that it felt sneaky.

Mr. Adam Littleton of Muller Road stated his total opposition to annexation. He stated they were country folks. He claimed that the City would then add sewer and people couldn't afford it. He concluded by saying he loved Walhalla, but didn't want to live in the City.

Mr. Justin Camp of Muller Road shared that he had horses and cattle. He did not wish to be annexed, but appreciated City water, especially when the power went out, but this wasn't good for him.

Mr. Luther Lyle of Plantation Road stated that he wished to speak on another topic, but that he agreed with what had been shared thus far. He presented Council with folders documenting the current conditions of the old County Courthouse on Main Street. He added that he planned to present before County Council at the following meeting, but wanted to know if the City had any intentions of joining the County to manage the facility. He stated that if so, the City would accept the same liability as the County. City Council members stated there was no interest in taking on the maintenance or development of the building.

This concluded the public comments. Mr. Underwood moved to amend the agenda to move first reading of Ordinance 2023-17 to the next item, to immediately address the concerns of those in attendance. The motion to amend was unanimous.

First Reading of Ordinance: Ordinance 2023-17

Mayor Edwards asked Mrs. Myers to present the proposed ordinance combining the water and sewer ordinances into one. Mrs. Myers presented the ordinance as discussed and staff recommended changed. The original draft ordinance combined the current water and sewer ordinances with the following amendments:

1. Amend Section 201 "Water Meter Removal for Nonpayment, Tampering or Damage" section to include "the minimum charge for removal and reinstallation shall be \$250, or the cost of actual repairs, whichever is greatest, plus payment of any delinquent bill."
2. Amend Section 207 to "Account holders will have 25 days from the date on the bill to pay their bill. If the bill is not paid on the 26th day, then a 10% late penalty will be added."
3. Addition of Section 319 "Customers residing outside of City limits, who request City services, are required to complete a contract for provision of services to out of City customer. The contract requires that. As a condition of service, the customer must agree to complete an annexation petition presented at any future date. If the customer refuses to sign a valid annexation petition, the property will not be served by the City."

Mrs. Myers then explained that staff had discussed the draft and had the following suggestions:

1. Amend Section 207 to say "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. Accounts not paid by the due date reflected on the bill will incur a 10% late penalty."
2. Amend Section 309 to strike "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."
3. Amend Section 319 to state "New customers outside, but adjacent to City limits, may be requested to complete a petition to annex, as a condition of water service, based on expected impact to system, such as large-scale developments and commercial use."

Mr. Pace moved to approve the ordinance to have discussion; Mr. Woodward seconded. The motion was unanimous.

Mr. Underwood moved to strike Section 319 in its entirety from the ordinance. Mr. Keehn seconded. Ms. Melendez asked for clarification to which version of 319 was being discussed. Mr. Underwood stated both versions. The motion to amend Ordinance 2023-17 to strike Section 319 in its entirety was unanimous. Council thanked those who came out and spoke.

Mr. Keehn moved to strike Section 309; Ms. Melendez seconded. Mr. Keehn shared that he spoke with Mrs. Myers and Mr. Scott Parris about this section. He stated that the ICC allows a homeowner can do the work, but this language requires a licensed plumber. Mr. Underwood asked if the City would be liable if City personnel checked it. Discussion ensued on whether the City was covered regarding plumbing standards. Mrs. Myers stated that the recently adopted Chapter 123 Building Codes will be enforced on all building construction, including plumbing. Mr. Pace asked whether some reference was needed. Mr. Keehn moved to amend his motion to strike the first sentence of 309, but to include "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." Mr. Pace seconded his motion. The motion to amend Section 309 by striking the first sentence was unanimous.

Mr. Keehn moved to amend Section 207, as recommended by staff; Ms. Melendez seconded. Mr. Underwood added that Council should add a section to allow for inheritance. Mr. Keehn asked Mrs. Myers to explain staff's recommendation; she complied. Mr. Pace asked if the software will allow for a change in date as explained. Mrs. Myers confirmed this was correct. Mr. Keehn further explained that the billing software was through a third-party that we have been having issues with recently. The motion to amend Section 207, as recommended by staff was approved unanimously.

Mayor Edwards asked for any other discussion or amendments. Mr. Underwood restated his request to allow spouses and/or heirs to change water accounts without charge when the account holder passes away. Discussion followed to consider how to add this as an amendment.

Mayor Edwards called for any other amendments. Hearing none, the motion to approve Ordinance 2023-17 at first reading, as amended was passed unanimously.

Mayoral Proclamations

Mayor Edwards noted that the Hispanic Heritage Month proclamation will be held until the Hispanic Heritage Festival on September 16th.

Mayor Edwards read the Emergency Preparedness Month proclamation, proclaiming September as Emergency Preparedness Month. Mr. Woodward moved to approve this proclamation; Mr. Underwood seconded. The proclamation was approved unanimously.

Administrator's Comments: Mrs. Myers presented the monthly reports as presented in the packet. She highlighted the status of the Hwy 11 water line extension, Stumphouse Mountain Ross Mountain entrance, new park ranger, expected delivery of the new sanitation truck.

Discussion of Council Committees

Mrs. Myers presented ideas on how to utilize Council Committees, such as a reinstated of the monthly committee meeting, committee meetings when issues arise or standing reports on regular Council agendas. Mr. Pace noted that he missed the monthly Committee meetings, as he now feels disconnected. Mr. Keehn noted that he likes the current arrangement. Mr. Underwood recommended that the next Council decide how to proceed in January 2024. No action was taken.

Recap of Fire Committee Report

Ms. Melendez, Chairwoman of the Fire Committee, presented a brief review of the Fire Committee meeting held August 10th. Chief Bates presented the Committee with a request to consider purchasing a new engine that had become available. The current engine will need to be replaced within the next year or two. Staff is gathering additional financial information and will provide to the Fire Committee, before coordinating a joint committee meeting with the General Government Committee.

Executive Session

Mr. Woodward moved to enter executive session in order to discuss a contractual matter regarding the city administrator and appointment matter regarding boards and commissions. Ms. Melendez seconded. The motion to enter executive session was unanimous. Council entered executive session at 7:00 PM.

Mr. Woodward moved to exit executive session; Mr. Pace seconded. The motion to exit executive session was unanimous. Council exited executive session at 7:46 PM.

Mr. Pace moved to approve the employment contract for city administrator, as presented; Mr. Underwood seconded. The motion to approve was unanimous.

Mr. Pace moved to approve Celia Myers to the Oconee Joint Regional Sewer Authority; Ms. Melendez seconded. The motion to approve was unanimous.

Mr. Pace moved to appoint Mrs. Amy Welch and Mr. Dustin Raines to the Board of Zoning Appeals; Mr. Woodward seconded. The motion was passed 5-1, with Mr. Underwood opposing.

Mr. Pace moved to appoint Mrs. Mary Duff to the Planning Commission; Ms. Melendez seconded. The motion was passed unanimously.

Mr. Woodward moved to appoint Mr. Dennis Pearson, Ms. Julia Laginestra, Mr. Adam Littleton, Mr. Mark Mason, Mr. Chris Holbrooks and Mr. James Phillips to the Recreation Advisory Board. Ms. Melendez seconded. The motion was passed unanimously.

Mayor Comments

None were provided.

Hearing no further business, the meeting adjourned at 7:52 PM, with a motion by Mr. Woodward and a second by Mr. Underwood.

Respectfully Submitted,

Celia Boyd Myers, AICP

HISPANIC HERITAGE MONTH 2022

WHEREAS, Each year, communities across our nation observe National Hispanic Heritage Month by celebrating the histories, cultures, and contributions of generations of Hispanic-Americans whose ancestors came from Mexico, Spain, the Caribbean, and Central and South America; and

WHEREAS, The observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 (from September 15th to October 15th) due to the fact that this window represents Independence Day in seven Latin American countries (Chile, Costa Rica, El Salvador, Guatemala, Honduras, Mexico, and Nicaragua); and

WHEREAS, This month, we honor Hispanic and Latino individuals and cultures for enriching the fabric of our society and being a vital component of the rich diversity that makes South Carolina a vibrant and thriving community;

WHEREAS, Since 2000, South Carolina's Hispanic population has nearly tripled its proportion of the total population (from 2.4% to nearly 6.9%). Over this same period, the Hispanic population grew 366% from around 96,000 to just under 353,000 Making South Carolina's population more dynamic and diverse.

WHEREAS, we acknowledge the challenges to attain equality and opportunity that many Hispanics and minority groups still face in our nation and rededicate ourselves to creating a vibrant and inclusive society where everyone may access the path to success and prosperity;

WHEREAS, we recognize that the gifts, values, and personal sacrifices of our Hispanic brothers and sisters are woven inextricably into the fabric of our common community heritage, strengthen our society, and are vital to achieving our hopes and dreams for South Carolina;

WHEREAS, the Hispanic Alliance, in seeking to foster collaboration and connectivity among people, resources, and cultures, is joined by multiple public and private partners in honoring the aforementioned contributions of Hispanic-Americans to our society;

NOW THEREFORE, I, Danny Edwards, Mayor of the City of Walhalla, South Carolina, do hereby proclaim the month of September 15 through October 15 as "Hispanic Heritage Month" in the City of Walhalla and encourage all citizens of this community to observe and take part in activities recognizing the contributions of Hispanics to the cultural life of our city, state, nation, and world.

Danny Edwards, Mayor

A PROCLAMATION

TO RECOGNIZE OCTOBER 8 TO OCTOBER 14, 2023 AS FIRE PREVENTION WEEK IN WALHALLA

WHEREAS, the safety and well-being of our citizens are of paramount importance; and the City of Walhalla is committed to promoting fire safety and reducing the risk of fires within our community;

WHEREAS, fire prevention is a critical element in ensuring the safety of our community; and Fire Prevention Week is a time-honored tradition that educates and raises awareness about fire safety; and

WHEREAS, the 2023 Fire Prevention Week theme, "Cooking safety starts with YOU. Pay attention to fire prevention," effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I, Danny Edwards, Mayor of the City of Walhalla, do hereby proclaim the week of October 8th, 2023 to October 14, 2023 as "Fire Prevention Week" in the City of Walhalla and urge all citizens to take this opportunity to learn about fire prevention, review fire safety plans, check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023 and engage in activities that promote fire safety within our homes and community. By working together, we can ensure the safety of our residents and protect our beautiful city from the devastating effects of fire.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Walhalla, South Carolina to be affixed this Nineteenth Day of September in the year of our Lord Two Thousand Twenty-Three.

Seal

Mayor Danny Edwards



CITY OF WALHALLA

Community Development

206 N Church St. • P.O. Box 1099 • Walhalla, SC 29691 • (864)-723-4141 • Fax (864) 638-4357 • www.CityofWalhalla.com

August 2023 Monthly Report

1. Worked with six (6) potential new businesses (conducted 3 walk-throughs)
2. Hosted second open house and 2 focus group meeting for the Comprehensive Plan update
3. Permit administration (see totals below)
4. Fielded additional calls/emails/walk-ins regarding grants, building permits, signs, new business process, special events, land use allowances, food trucks, code violations, business licenses, Downtown Design Guidelines and variances.

Applications/Violations Processed, August 2023

Request	Monthly Totals
Zoning Permits	11
Violations (IPMC, Sign, Zoning, etc.)	1
Variances	1
Subdivision Permits (Preliminary/Final)	0
Special Exceptions	0
Sign Permits	2
Rezoning Requests	0
Food Truck Permits	2
Fence Permits	0
Demolition Permits	0
Appeals	0

City of Walhalla Fire Department

Home of the Mountaineer Engine Co. Est. 1871

Fire Chiefs Monthly Report

August 2023

FIRE-EMS

Incident Response-

We responded to 138 calls for service. 62 were fire calls and 76 were medical/rescue calls. During the month we were on multiple calls 28% of the time. We provided 15 instances of mutual aid. 55 calls were inside the City and 83 calls were either in the unincorporated area or another district. The average on scene time was 31 minutes. Both career and volunteer staff spent 203 hours on incidents.

<u>Incident Type</u>	<u># Incidents</u>	<u>% of Total</u>
Fires	8	5.80%
Overpressure rupture, explosion- no fire	0	0.00%
Rescue & EMS	76	55.07%
Hazardous Conditions	16	11.59%
Service Call	24	17.39%
Good Intent Call	9	6.52%
False Alarm and False Call	5	3.62%
Severe Weather & Natural Disaster	0	0.00%
Special Incident	0	0.00%
Total	138	100.00%

Operations/Training-

Staff, both career and volunteer, trained for a total of 339 hours during the month.

The department has 2 full time firefighter openings. These positions are posted on the City webpage and the department's Facebook page.

COMMUNITY RISK REDUCTION

Fire Marshal-

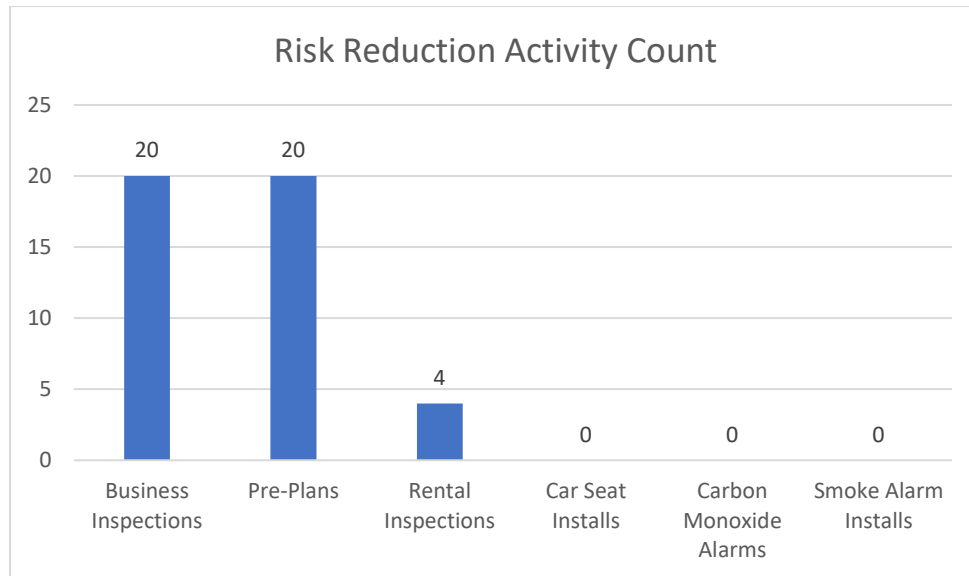
Continuing to complete pre-fire plans and business inspections. Completing re-inspections as needed.

City of Walhalla Fire Department

Home of the Mountaineer Engine Co. Est. 1871

Fire Prevention/Life Safety-

Staff have been scheduling fire safety education events with all the local schools and preschools to begin in the next few weeks. So far we have 8 fire safety talks planned with different venues. Planning and preparation for the upcoming events have been underway with the coordination of the other departments.



EMERGENCY MANAGEMENT

Over the course of the month and continuing into September the department and several others surrounding Walhalla have been responding to numerous structure fires, and critical calls for service that have been traumatic in nature. Please keep these responders in your prayers and continue to be patient and understanding please. Everyone is mentally, physically, and emotionally drained.

Please contact me should you have any questions.

Respectfully Submitted,

/s/ Will Bates

Will Bates, Fire Chief



Walhalla Police Department
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Police Report- August 2023

August Events and Completed Training and Updates:

- Sgt Mark Mealy completed Security Officer Training.
- Officer Thompson attended Airworx Drone Training.
- Evidence Room (#2) renovations continue and are about 80% complete.
- 3 of the 4 2019 Dodge Chargers have been out of service, 2 are back in use.

TOTAL CALLS FOR SERVICE	1314
TRAINING HOURS	155 HOURS
Total Arrests	24 (Adult) 0 (Juvenile)
Extra Patrol / Business Checks	339

BREAKDOWN OF OVERTIME BY TYPE:

Shift Coverage	41.3 Hours
Court	12 Hours
Special Event Coverage	0 Hours
TOTAL OVERTIME	53.3 HOURS (previous month –112.6 hours)

Upcoming Events and Training and News:

- Oktoberfest 2023 planning is underway, draft schedules are 75% complete.
- City sponsored Halloween event planning is underway and 90% complete.
- Off Duty Officers are assisting Clemson University with athletic events.
- Department Quarterly meeting/meal is scheduled.
- Retirement Drop-In for Lieutenant Robert Bennett is at 4:30pm-5:30pm on 9/20/2023 at the police department.



Walhalla Police Department
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Reference Material

Aug 2023 – Month End Stats

Total Calls for Service: 1314

Total Traffic Stops: 344

Total Traffic Collisions: 13

Reports Filed:

Collision Reports: 7

Pursuit After-Action: 2

Incident Reports: 57

Response to Resistance: 1

TOTAL: 67

Citations/Warnings Issued:

Warnings: 211

Traffic Related: 87

Non-Traffic Related: 20

TOTAL: 318

Arrests:

Adults: 26

Juvenile Referrals: 0

TOTAL: 26

Extra Patrols: **TOTAL: 339**



Stumphouse Mountain Park
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Stumphouse Mountain Park Report- August 2023

August Events and Updates:

- Jo Anna spent 103.5 hours conducting maintenance work in August.
- Increase in daily visitors. (1200+ cars visited Labor Day weekend.)
- Tree / limb cleanup after severe storms.
- New Bikes have been delivered and are in service for Stumphouse and in city events. These were made possible by the Walhalla Police Department Foundation.
- Chief Rice and Utilities Director Parris met with Black Diamond to check construction progress.
- Work continues at Ross Mountain Parking Lot. (80% complete)
- New safety fence added at the top of the falls trail.
- Drainage ditches in tunnel have been reworked and are near complete (90%).
- Volunteer groups have worked most weekends to assist staff with trail maintenance.
- Park staff have begun to refurbish picnic areas inside the park.
- Work is underway to remove graffiti from tunnel, bridges and park shelters.

Upcoming Events and Training and News:

- Working with SC Issaqueena Scholastic Cycling to bring more practice and races to the park.
- Several local businesses have inquired about licenses for trademarked Stumphouse merchandise (city owned trademark). Planning in progress to make these available.
- Ranger Cpl. Scruggs and 1 patrol officer will be attending IPMBA Patrol Bike Certification in the upcoming weeks.
- Fencing project at Ross Mountain is underway, scheduled to be completed by October 13, 2023.



Stumphouse Mountain Park

101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Daily:

- Check park entry, fee area, road shoulders, parking areas
- Restroom Cleaning- clean, stock, water in tanks
- Trash collection and haul to convenient center
- Back-pack blow tunnel, roadway, fall's bridges/platform, gazebo, shelter
- Clean grills
- Check inside tunnel gate and Fall's platform
- Checking Ross Mountain Parking

Trails:

- Communicate with volunteers working the bike trails through email and Spond - track
- work sections and hours - work this month on flow trail, trail 7, trail 13, Purple Trail,
- Storm work
- Trim bottom of railroad trail and bridge area off fall's parking
- Locate log on spur waterfall trail and removed
- Trim and weed-eat BRRT to Middle Tunnel and cleaned up trash
- Met with a group of trail builders for trail completion status at Ross Mtn. Hiked Service Rd and found other trail group and checked trail status.
- Trim and blow path for boundary trail behind silt fencing Ross Mtn parking
- Blow pump track
- Hike in and weed-eat from Yellow Trail directional to trail 13 entry, across dam, purple trail entry lakeside and out to tunnel parking
- removed tree fall on trail 13 -
- Trail Volunteer leader wants to plan and have a trail work weekend
- Cleaned up limbs bottom of black diamond trail



Stumphouse Mountain Park
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Social Media:

1. Share city posts
2. Storms and trail conditions
3. Post trail work needs for rider safety
4. Youth Team practice ride 8/5
5. Work to BRRT
6. Website material update

Grounds Maintenance:

1. Shovel/rake silt - fall's trail and tunnel area - heavy rains/storms
2. Keeping water flow area clear coming out of tunnel
3. Tree debris/limb clean-up from storms - road shoulders and grounds
4. Weed-eat highway entrance to fee area
5. Backpack blowing - tunnel to fall's platform, shelter, gazebo
6. Backpack blow roads
7. Weed-eat tunnel parking, top of tunnel area, tunnel road shoulder, lower parking, gazebo
8. Chainsaw - cut root picnic area
9. Trimmed - Red Gate Ross Mtn
10. Pull down vines hanging over road
11. Chainsaw - cut and clean up rotted tree trunk fall fall's parking exit side
12. Cut overhang and vines road shoulder
13. Mow behind shelter
14. Clean around flow pipe - pond
15. Mow and weed-eat deep area behind shelter and pond
17. Weed-eat tunnel area, road shoulder, fall's parking, top of fall's, fall's trail, lower parking
18. Weed-eat remaining road shoulder in park, fee area, main entrance
19. Drive through check park after heavy storm
20. Storm clean-up - blowing, limbs, shoveling silt
21. Mow lower picnic area and shelter - blow and clean shelter, grill and mower
22. Clean grills

Recreation

August 2023

Rec Fall Sports are still practicing. Football has started games.

3 Football, 3 Cheerleading, 22 Soccer, Fall Softball 2, Fall Baseball 2, Volleyball 7

Total sports teams= 39

- Homecoming for football will be September 30th @ memorial field. 8u-10am, 10u-12pm, 12u-2pm
- Soccer Super Saturday is October 5th-7th
- Some soccer games are during fall break to make up for the week we miss due to Oktoberfest

We are looking for sponsors for our upcoming basketball season. Those need to be turned in no later than November 1st

Basketball Registrations: October 16th-27th



CITY OF WALHALLA

Main Street to the Mountains

WALHALLA PUBLIC WORKS The Public Works Department August Report 2023

Danny Edwards
Mayor

August 1 thru 31, 2023 the City of Walhalla picked up:

265 -ton of residential garbage

Danny Woodward
Mayor Pro Tem

118 -ton of commercial garbage

38 -ton of recyclable brush

Grant Keehn
Councilman

18-ton C&D Waste

28 -ton yard waste

Sarai Melendez
Councilwoman

5 -ton mattresses

Keith Pace
Councilman

Roll Carts for August

Delivered 25

David Underwood
Councilman

Picked up 6

Vacant
Council Seat

Repair/Replace 12

Michael Kozlarek
City Attorney

During the month of August our department continued picking up brush, leaves, trash, cleaning storm drains, trimming trees, cutting grass and other routine maintenance tasks. Cleaned up trees and debris from 8-7-23 storms.

Celia Boyd Myers
City Administrator

The Crane Carrier front load trash truck was down (at S&P Truck Center for repairs); and we used the knuckle boom to get dumpsters. Thanks to the City of Seneca and Westminster, helping us one to two days a week with dumpsters; which has helped us keep up.

The new 2023 front load truck arrived 8-29-23 (image below). The rear load truck has the body but no chassis from Ford yet.





UTILITIES COMMITTEE REPORT AUGUST 2023

MONTHLY REPORT:

AUGUST 2023

New Water Taps – 0 – Waiting for materials

New Sewer Taps - 0

New water contracts - 32

Emergency Locates – 5

Meter box change outs - 8

Meter change outs – 22

Water Service Work Orders – 38

Sewer Work Orders - 5

New development service inquiries – 1

- We continue to wait for delivery of materials for new water taps, expected shipment date has again pushed back to the end of September. We do have several, approximately 25, waiting currently.
- The Ross Mountain Parking Lot grading and gravel is complete. Next up is fencing and access gates for the site.
- The Stumphouse Mountain Bike Trails project is progressing well.
- The Greenway project should begin within the next several days. The contractor, HDH Construction, has been working to coordinate work with his concrete supplier, so that the project does not sit dormant after the initial startup.
- The Hwy 11 water project is currently in the permitting phase. The project will greatly improve pressures in northwestern portion of the system, and set the groundwork for a future water storage tank in that portion of the system.
-

**CITY OF WALHALLA
RESOLUTION APPOINTING COMMISSIONER TO
OCONEE JOINT REGIONAL SEWER AUTHORITY**

THE MAYOR AND CITY COUNCIL OF THE CITY OF WALHALLA, duly assembled on the 19th day of September 2023, a quorum being present, appoint:

CELIA BOYD MYERS
Seat 5

As Commissioner to the Oconee Joint Regional Sewer Authority pursuant to Section 6-2-60(A), Chapter 25 of Title 6, South Carolina Law, as amended by Act 59, South Carolina Acts and Joint Resolutions, effective June 7, 2007.

Attest:

Ashley Jones
City Clerk

Danny Edwards, Mayor
City of Walhalla, South Carolina

OATH OF OFFICE

As required by §6-25-60(A), Celia Boyd Myers, duly appointed as Commissioner, Seat 5, by the City of Walhalla, personally appeared before me and subscribed the following Oath of Office.

I, Celia Boyd Myers, will faithfully and impartially, execute the duties of the office of Commissioner, Seat 5, of the Oconee Joint Regional Sewer Authority in accordance with the governing law, (Chapter 25, Title 6, South Carolina Law, as amended by Act 59, South Carolina Acts and Joint Resolutions, effective June 6, 2007) and in accordance with the Constitution and Laws of South Carolina and the Constitution and Laws of the United States of America, so help me God.

Celia Boyd Myers

Sworn to before me this ____ day of _____, 20____, at the Oconee Joint Regional Sewer Authority, 623 Return Church Road, Seneca, South Carolina.

Larry C. Brandt, Esq., General Counsel
Oconee Joint Regional Sewer Authority
S.C. Notary Public Expiration 4/3/2025

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE NO. 2023-17

CITY OF WALHALLA)

WATER AND SEWER USE ORDINANCE

An Ordinance to Regulate, Restrict and Limit, in the interest of the Public Health and Safety, the use and operation of the Water and Sewer Systems maintained and owned by, or which may become the property of, the City of Walhalla and providing penalties for violation thereof. This ordinance rescinds all previous ordinances and ordinances or parts thereof in conflict with are hereby repealed.

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 B.O.D. – Biochemical Oxygen Demand is a measure of the pollutant strength of wastes of any nature. B.O.D. expressed in parts per million by weight shall mean the calculated pounds of oxygen required to satisfy the 5 day oxygen demand of a million pounds of domestic sewage or industrial wastes or a combination of both when tested in accordance with the procedures given in the latest edition of “Standard Methods for the Examination of Water and Sewage” published by the American Public Health Association.

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 108 Color – shall mean the True Color due to substances in solution which cause any variation in the hue of the receiving stream and is expressed in wave lengths of light

Section 109 Combined Sewage - shall mean a sewer receiving both surface water runoff and sewage

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 111 Condominium – shall mean one or more buildings containing two or more single family units owned individually and not provided with access by public streets or roads and having one sewer connection for each 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 114 “Development” – shall mean any residential subdivision, commercial, industrial, or institutional complex.

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	0.60
F) Mobile Home	1.0
G) Camper/travel Trailer	0.50
H) Restaurant, per seat	0.25

I) Business or Institution per 6,000 1.0
Gallons per month usage

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 119 Oconee Joint Regional Sewer Authority (OJRSA) – Shall mean the sewer treatment entity in Oconee County.

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 125 Sewer Connection shall mean all materials including valves, pipe, fittings, cleanouts to convey sewer waste from the customer.

Section 126 Sewer System - shall mean all property, equipment, pumps, piping, storage tanks, connections, records, structures, and any other associated appurtenances necessary to provide sewer service owned and operated by the City of Walhalla.

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. Each utility 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 as shown in Appendix A of the current budget document. Rental units inside City limits must pass an inspection prior to establishing service. **In cases where the account holder is deceased, their spouse or legal heir of the property may transfer the account into their name at no cost. Proper documentation including death certificate, and legal will or probate documentation will be required.** Connection fees and service charges are as shown in Appendix A of the current approved budget document.

Section 202. To perform a home inspection that requires utility service, service will be furnished for a one-time inspection fee, as shown in Appendix A of the current budget document.

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 203. 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 or Sewage 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. Charges for meters damaged by the customer's negligence shall be the current market rate for the meter and associated installation costs.

Section 204. The City reserves the right to discontinue Service immediately, and the utility connection removed or severed, if it is found that any provision of this Ordinance has been violated.

Section 205. It shall be unlawful and a violation to this Ordinance for any person to make any connection to the Waterworks or Sewer Systems, 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 206. 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 207. 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. ~~Account holders will have 25 days from the date of the bill to pay their bill. If the bill is not paid on the 26th day, then a 10% late penalty will be added. Accounts not paid by the due date reflected on the bill will incur a 10% late penalty.~~ A bill with a balance of \$75.00 or greater after 30 days will be put the customer in non-payment status and will result in being placed on the cut off list. 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 208. For each new utility 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 Appendix A of the current budget document. Payment is to be made before the water connection is provided by the City.

Section 209. No utility service shall be furnished to any residence or property from an existing

service at another residence. Unauthorized connection will result in termination of utility service at the residence with the active account.

Section 210. 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 211. Utility 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 212. Each utility 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 213. No utility service shall be furnished or rendered free of charge to any person.

Section 214. 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 215. Customers with a critical medical need for utility 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~~ and subject to disconnection, 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, and appurtenances, as a part of its water system. The user of utility service shall pay the City of Walhalla the appropriate tap fee to provide such service. 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 is placed on the cut-off list~~, service shall be disconnected, and the water meter shall be locked. The lock shall be removed only when the bill is paid in full, 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, as listed in Appendix A of the current budget document, for such service but in the event the meter is found to be more than 3% fast, 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 306. All applications for utility service are also subject to the Oconee Joint Regional Sewer Authority policies in effect at the time of application.

Section 307. 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 connection. The cost of the installation and annual testing shall be paid by the customer. The device 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 308. The City will allow each customer two free convenience cutoffs and cut-ons each year. Thereafter, the customer will be billed for this service according to Appendix A of the current budget document. 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 Appendix A of the current budget document.

Section 309. ~~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 310. 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 Utility 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 311. Under no circumstance shall any part of the Waterworks System be connected in any way with any other water source, including well systems. Any hazardous connection between the Waterworks System and any source of contamination is expressly prohibited.

Section 312. 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 313. Where no public sewer exists, or where connection is technically impractical, the owner of such property may apply for a permit to construct and operate a septic tank system as approved by the Health Department, and further provided that the septic tank system is properly maintained to eliminate any hazard to the public health.

Section 314. The City shall own, operate and maintain sewer service laterals to either the edge of the City's permanent sewer easement, typically 12' from center of main line, or the portion of the service line located within the public road right-of-way. The customer shall own, operate, maintain, and repair the lateral from the home to the City connection. For lateral lines that do not have a sewer cleanout at the connection point to the City lateral, at least 20' from the home, the customer shall be responsible for clean out installations

Section 315. 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 Utility System. These rights, include but are not limited to, the right to close down any utility 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 316. 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 317. 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 318. For new business or commercial water service, a walk thru will be required. The Fire Marshal, Zoning Administrator, and Utilities Director will provide guidance for the City's startup process. 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 Marshal can be contacted for an inspection. After passing inspection, the Fire Marshal will clear the property for water service, and the occupant may then apply for water service. If the Fire Marshal, 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 Fire Marshal may request that water service be discontinued.

~~Section 319. Customers residing outside of City limits, who request City services, are required to complete a contract for provision of services to out of City customer. The contract requires that, as a condition of service, the customer must agree to complete an annexation petition presented at any future date. If the customer refuses to sign a valid annexation petition, the property will not be served by the City.~~

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 receives their bill. No responsibility will be assumed for non-delivery when same has been mailed at the post office.

Section 403. All charges for utility 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 utility 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. The volume of flow used in computing sewer user charges and surcharges shall be based upon metered water, or by flow meter installed at no expense to the City. Consumption records of meter reading will be maintained by the City Utilities Department. For sewer customers, the City will allow for a Summer Sewer Bill for June, July, August, and September billings based upon 9 months usage, and excluding the usage from the months of June July, August. The charge for the special sewer rate will be \$25.00. As an

alternative, the City will install an irrigation only water tap. The tap may only be used for outdoor irrigation, filling of pools, car washing, etc., and may not be connected to any structure. If the City declares mandatory use restrictions due to drought, the service will be discontinued, and the summer sewer rate will be cancelled.

Section 408. Billing will be based upon minimum rates for each rate classification, and utility service, as shown in Appendix A of the current budget document. Any service discontinued for convenience under Section 307 shall be subject to payment of the minimum monthly rate for the period of absence. Sprinkler service provided to commercial, business or industries which are not metered shall be charged a monthly rate of \$0.10 in City and \$0.20 out of City per one hundred (100) square feet.

Section 409. Bulk water may be purchased by completing the Bulk Water Use form at City Hall. Bulk water will be dispensed ONLY at the Walhalla Fire Department, at 207 East North Broad St., Walhalla. All bulk water tanks must have an air gap for backflow prevention. Bulk water customers will be billed monthly, rates are listed in Appendix A of the current budget document.

Section 410. 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. 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 411. 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~~ due date 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~~ due date, penalties will apply to the entire balance. If payment is not made by the ~~20th~~ cut-off deadline, 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. For inactive accounts with an outstanding balance, customers may apply for the payment plan and for new service at the same time. They must agree to the appropriate plan terms (3 or 6 months) and conditions and agree to pay the plan payment and monthly bill or be subject to penalties and disconnection. The first payment of the plan will be due when the first bill is due.

Section 412. The City shall keep separate from other business the records of the Utility System.

Section 413. 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 414. The City Council shall prepare an annual budget for the Utility System based upon the audit and establish such changes as may be necessary to fund said budget in accordance with the Water and Sewer Use Ordinance.

Section 415. 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

WATER 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 as shown in Appendix A of the current approved budget document.

Section 504. 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.

Section 505. 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. 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 506 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

PROHIBITED USE OF PUBLIC SEWERS

Section 601 No person shall discharge or cause to be discharged into any sanitary sewers any storm water, surface water, ground water, roof run-off, subsurface drainage, cooling water or unpolluted industrial or commercial process water.

Section 602 Storm water and surface drainage shall be admitted to only such sewers as are specifically designated as storm sewers or storm drains. Unpolluted process and cooling waters may, upon written application and approval by the Approving Authority, be discharged to storm sewers or storm drains.

Section 603 Except as hereinafter provided no person shall discharge or cause to be discharged any of the following described waters or waste into any public sanitary sewer.

- (A) Any clothing, rags, textile, remnants or wastes, cloth, scraps, etc., except fibers, scraps, etc., which will pass through a 1/4 inch mesh screen or its equivalent in screening ability.
- (B) Any liquid or vapor having a temperature higher than 160 degrees.
- (C) Any water or waste containing more than 100 parts per million by weight or fats, oils or grease.
- (D) Any liquids, solids, or gases which by reason of their nature or quality may cause fire or explosion, or be in any way injurious to persons, the sewerage system, the sewage treatment works or the operation of the sewage treatment works.
- (E) Any liquid waste in which the suspended solids exceed 250 parts per million by weight except as hereinafter provided for.
- (F) Any liquid wastes in which the suspended solids exceed 250 parts per million by weight except as hereinafter provided for.

- (G) Any water or wastes having a stabilized pH lower than 6.0 or higher than 8.5 or having other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the sewage works.
- (H) Any waters or waste containing a poisonous or toxic substance or any other materials in sufficient quantity to injure or interfere with any sewage treatment process, or constitute a hazard to humans or animals, or create any hazard in the receiving stream at the sewage treatment plant.
- (I) Any waters or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials in the sewerage system.
- (J) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (K) Any garbage that has not been properly shredded.
- (L) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, bones, feathers, tar, plastics, wood, paunch manure, butcher's offal or any other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewerage system.
- (M) Any materials which form excessive amounts of scum that may interfere with the operation of the sewage treatment works or cause undue additional labor in connection with its operation..
- (N) Any waters or wastes containing dyes or other color which cannot be removed t biological processes and which require special chemical treatment.
- (O) Any waters or waste containing lint in such quantities as to be detrimental to sewer lines, sewage pumps or sewage treatment works.

Section 604 The Approving Authority, without limitation by other sections of this ordinance, may authorize any person to discharge industrial waste of unusual strength or character into the sewers of the City under approved conditions or pretreatment. The Approving Authority may prohibit entry of particular industrial waste into the sanitary sewer whenever such action is necessary to prevent damage to the system or to determine the effects of such wastes on the sewage system.

ARTICLE VII

PERMISSIVE USE OF PUBLIC SEWERS

Section 701. The City shall reserve the right to inspect and grant permission for all connections to the sewerage system and require the payment of a tap fee before permission to connect can be granted to any person. The tap fee shall be specified in Appendix A of the current budget document.

Section 702. Where necessary in the opinion of the Approving Authority and whenever the total volume of sewage discharged by any person in any one day shall exceed the limits set forth above, such person may be required, at no expense to the City, to construct holding or storage tanks in order to equalize the discharge over a 24 hour period. Such tanks shall be so equipped as to thoroughly mix the sewage so that its quality shall be uniform when discharged to the public sewers. The control of the volume of discharge of the sewage to the sewer shall be by a waterworks type rate controller or other approved device, the operation and setting of which shall be directed by the Approving Authority. Notice shall be given the Approving Authority when normal operations of the Person will be interrupted for 24 hours or longer and wastes will not be available for discharge.

Section 703. Plans, specifications and other pertinent information relating to proposed preliminary treatment or handling facilities shall be submitted for the approval of the Approving Authority and no construction of such facilities shall be commenced until such approval is obtained in writing.

Section 704. Where preliminary treatment, screening, debris removal, or holding facilities are provided for any purpose, they shall be maintained continuously in satisfactory and effective operation at no cost to the City.

Section 705. Any person who is now discharging any sewage into the City's public sewer may be required to make written application to the Approving Authority giving complete information as to the nature and characteristic sewage as determined by an analysis of a composite sample of the waste made by an independent laboratory.

Section 706. Any person having been granted approval by the Approving Authority to discharge sewage into the City's public sewers, and who shall change or cause to be changed the nature or quantity of such sewage, shall before making such change, receive the approval of the Approving Authority of such change and may be required to furnish the Approving Authority a complete analysis of a composite sample of the sewage as determined by an independent laboratory.

Section 707. Grease, oil and sand separators or traps shall be provided when in the opinion of the Approving Authority they are necessary for the proper handling and control of liquid wastes containing grease, oil or sand in excessive amounts. Such separators shall not be required for private living quarters or dwelling units, but may be required for certain industrial or commercial establishments, public eating place, hospitals, hotels, schools or other institutions. Such separators shall be readily accessible for inspection by the person at no expense to the City and in continuously efficient operation at all times.

Section 708. Any person discharging industrial wastes into the public sewers may be required to construct and maintain a suitable control or inspection manhole either downstream from any pre-treatment, storage or other approved works, or if pre-treatment is not required, at the point where the sewage enters the public sewers. Such manhole shall be

located so as to be readily accessible and shall be constructed in such a manner as may be approved by the Approving Authority so as to facilitate such inspection or measuring as may be necessary for proper sampling and/or control of the waste discharged.

Section 709. In all cases, sewage discharge will meet the pre-treatment limits, as set forth in the Oconee Joint Regional Sewer Authority's Sewer Use Regulations, latest edition.

Article VIII

SEWER TAPS

Section 801. The surcharge covering the cost of treatment of said industrial wastes shall be determined by the Oconee County Sewer Commission.

Section 802. Connection fees to the sewer system shall be charged based upon size and at the rate as shown in Appendix A of the current budget document.

- (A) Apartments, duplexes, condominiums, townhomes, and mobile home parks on one connection shall be charged a tap fee based on size, as listed in Appendix A of the current budget document, for the first single family dwelling unit, plus \$100.00 for each additional unit served by the same connection.
- (B) Motels on one connection shall be charge as outlined in Section (A) plus \$35.00 per bedroom unit served by the same connection.
- (C) Business or industrial users on one connection shall be charged a connection fee in accordance with the connection size plus \$100.00 for each equivalent unit of flow to be discharged by the user.
- (D) No individual may tap the City's sewer system without prior written approval, and payment of the proper fees. All premade taps must be coordinated with the City prior to installation.
- (E) To obtain a new sewer tap, the Water and Sewer Tap Application and Sewer Service Accessibility Form must be filled out completely. The Sewer Service Accessibility Form is sent to the Oconee Joint Regional Sewer Authority (OJRSA) for review. Once the applicable sewer impact fees have been paid in full to the Oconee Joint Regional Sewer Authority (OJRSA), the sewer tap fee may be paid to the City.

Section 803. The City will allow for a Summer Sewer Bill for June, July, August, and September billings based upon 9 months usage, and excluding the usage from the months of June July, August. The charge for the special sewer rate will be \$25.00. As an alternative, the City will install an irrigation only water tap for a one-time fee of \$500. The tap may only be used for outdoor irrigation, filling of pools, car washing, etc., and may not be connected to any structure. If the City declares mandatory use

restrictions due to drought, the service will be discontinued, and the summer sewer rate will be cancelled.

ARTICLE IX

UTILITY SYSTEM EXTENSIONS

Section 901. 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 and sewer mains and sizes, proposed connection point(s) to public water and sewer systems, 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 903 – 911.

Section 902. Cost of design and construction of water lines in any new development, or line extension outside of the city limits, shall be the responsibility of the developer of such development.

Section 903. 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 904. 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 by any and all local, county and state authorities having jurisdiction.

Section 905. 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 906. Construction of the proposed water system shall be accomplished by a licensed utility contractor under the laws of the State of South Carolina who shall have paid all business licenses required by the City.

Section 907. 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 908. 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 909. 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 910. All water line extensions must be compatible with present and future plans and needs of the City.

Section 911. 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.

Article X

VALIDITY

Section 1001. All ordinance or parts of ordinances or regulations or parts of regulations in conflict with this ordinance are hereby repealed.

Section 1002. 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 1003. 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 1004. 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 XI

EFFECTIVE DATE

Section 1101. This ordinance shall be in full force and effect from and after its passage.

DONE AND RATIFIED in Council duly assembled this _____ day of _____, 2023.

Danny Edwards, Mayor

ATTEST:

Celia Myers, City Administrator

Introduced By: _____

First Reading: _____

Second Reading
and adoption: _____

AGREEMENT

This agreement, the effective date of which is July 1, 2023, 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 2023-2024 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, 2023 and ending on June 30, 2024, 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.

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 May 31, 2024, 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, 2024, if the requirement is not included in the 2024-2025 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:

Blake McArthur
Date: August 25, 2023.

Jennifer L. Johnson
Jennifer L. Johnson, Circuit Public Defender

Witnesses:

Date: _____, 2023.

_____, City of Walhalla

10th Circuit Public Defender

INVOICE / FY 2024

500 S. McDuffie St.
Anderson, SC 29624

BILLED TO
City of Walhalla
Attn: Celia Myers, AICP
City Administrator
Post Office Box 1099
Walhalla, SC 29691

ITEM DESCRIPTION	QUANTITY	PRICE PER	TOTAL
Indigent Services Agreement FY 2024	1	\$3,653.00	\$3,653.00

INVOICE TOTAL

\$3,653.00

SUBTOTAL

\$3,653.00

TAX

\$0

TOTAL

\$3,653.00

Order Form: Q-19632-1
Date: 9/12/2023, 1:44 PM
Expires On: 12/11/2023

Phone: (866) 777-0069
Email: info@sprbrk.com



Ship To:
 Celia Myers
 City of Walhalla, SC
 206 N. Church St.
 Walhalla, South Carolina 29691
 cmyers@cityofwalhalla.com

Bill To:
 Ashley Jones
 City of Walhalla, SC
 206 N. Church St.
 Walhalla, South Carolina 29691
 ajones@cityofwalhalla.com

Account Manager	E-mail	Phone Number	Payment Terms
Brian Taylor	brian.taylor@sprbrk.com		Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 13,700.00	1	25.000	USD 10,275.00
Finance Suite Subscription	USD 12,900.00	1	25.000	USD 9,675.00
Payroll Subscription	USD 7,150.00	1	25.000	USD 5,362.50
Accounts Receivable Subscription	USD 3,800.00	1	25.000	USD 2,850.00
Purchase Orders Subscription	USD 4,250.00	1	25.000	USD 3,187.50
Licenses and Permits Subscription	USD 4,300.00	1	25.000	USD 3,225.00
Annual Product Pricing Total:				USD 34,575.00

Estimated Professional Services						
PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	150	61.000	USD 12,870.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	150	61.000	USD 12,870.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	150	61.000	USD 12,870.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	15	61.000	USD 1,287.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	15	61.000	USD 1,287.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 220.00	USD 85.80	35	61.000	USD 3,003.00
Estimated Professional Services Total:						USD 44,187.00

Grand Total: USD 78,762.00

* excludes applicable sales tax

Order Details

Customer Name: City of Walhalla, SC

Customer Contact: Celia Myers

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>
MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

** Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):
Customer will not renew PUBLIQ Accounting Suite, Utility Billing, Payroll, Business License, Document Imaging or any Centralized Collections software.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Walhalla, SC - City of

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):Celia Myers_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required)_____

Order Form: Q-19643-1
Date: 9/12/2023, 3:21 PM
Expires On: 12/11/2023



Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Celia Myers
City of Walhalla, SC
206 N. Church St.
Walhalla, South Carolina 29691
cmyers@cityofwalhalla.com

Bill To:
Ashley Jones
City of Walhalla, SC
206 N. Church St.
Walhalla, South Carolina 29691
ajones@cityofwalhalla.com

Gateway Administrative Service Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and Customer identified on the Order ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds' transfers. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:
Xpress Solutions, Inc.

Accepted by:
City of Walhalla, SC

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):Celia Myers_____

Title:_____

Title:_____

Date:_____

Date:_____

EXHIBIT A

Fees

Initial Configuration Fees		
PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	USD 1,000.00
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	USD 500.00

Transaction Fees	
PRODUCT	RATE PER TRANSACTION
Credit/Debit Card Web Transactions	USD 1.00
EFT Web Transactions	USD 1.00
EFT Returned Item Basic - Invalid account number or unable to locate account	USD 7.00
EFT Return NSF or Account Closed	USD 14.00
EFT Return Stop Payment or Charge Back	USD 30.00
Toll Free Operator Assisted Transactions	USD 2.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	USD 6.25
Bank Bill Pay Transactions	USD 0.59
Toll Free IVR Transactions	USD 1.25
Pay by Text Transactions	USD 1.00

Maintenance & Support	
PRODUCT	
Monthly Support & Hosting - \$0.055 per customer bill. Minimum \$100.	
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account	