



COUNCIL AGENDA

Tuesday February 16, 2021

6:00pm

West Pelzer Municipal Center - 30 Main Street

- I. INVOCATION/PLEDGE OF ALLEGIANCE
- II. CALL TO ORDER
- III. APPROVAL OF MEETING MINUTES
 - a) January 5, 2021 Council Meeting
- IV. PRESENTATIONS AND REPORTS
 - a) Paula Payton - Clerk's Report
 - b) Chief Eliopoulos – Police Department Report
 - c) Proclamation – February 2021 National Bird Feeding Month
- V. CITIZEN COMMENTS (sign up required / max 3 minutes)
- VI. OLD BUSINESS
 - a) **2nd Reading of Ordinance No. 2021-0105** "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF RIGHT-OF-WAYS BY QUITCLAIM DEED TO ADJACENT PROPERTY OWNERS"
 - b) **2nd Reading of Ordinance No. 2021-0105-1** "AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THERIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE"
- VII. NEW BUSINESS
 - a) **1st Reading of Ordinance No. 2021-0216** "AN ORDINANCE ANNEXING CERTAIN PARTIAL OF LAND TO THE TOWN OF WEST PELZER, SOUTH CAROLINA; DESCRIBING SAID LANDS AND DECLARING SAME A PART OF THE TOWN OF WEST PELZER, SOUTH CAROLINA; AND AMENDING AND CHANGING THE ZONING MAP OF THE OF TOWN OF WEST PELZER, SOUTH CAROLINA, TO SHOW SUCH ANNEXATION AND THE CLASSIFICATION OF THE SAME UNDER THE ZONING ORDINANCE OF THE TOWN OF WEST PELZER, SOUTH CAROLINA; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE"
 - b) **Resolution No. 2021-0202** "A RESOLUTION BY THE TOWN OF WEST PELZER TOWN COUNCIL TO ENTER INTO A LEASE AGREEMENT FOR TMS 2430006015 FOR THE PURPOSES OF PARKS, RECREATION AND TOURISM"
 - c) **Resolution No. 2021-0216.1** "A RESOLUTION TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) TOWN OF WEST PELZER, SOUTH CAROLINA, GENERAL OBLIGATION REFUNDING BOND, SERIES

2016; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO"

- d) **Resolution No. 2021-0216.2** "A RESOLUTION TO REQUEST PUBLIC INVOLVEMENT AND ENGAGEMENT IN THE PLANNING COMMISSION, ELECTION COMISSION AND BOARD OF ZONING APPEALS FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA"

VIII. REQUEST BY COUNCIL

IX. EXECUTIVE SESSION

X. ADJOURNMENT

COUNCIL MEETING MINUTES
Tuesday February 16, 2021
6:00pm
West Pelzer Municipal Center ~ 30 Main Street

Those present: Mayor Blake Sanders, Council Members Jim Riddle, Johnny Rogers and Pat Alexander; Town Attorney Carey Murphy, Town Clerk Paula Payton and Chief Eliopoulos.

INVOCATION/PLEDGE OF ALLEGIANCE – Mayor Sanders

CALL TO ORDER – Mayor Sanders at 6:03pm

APPROVAL OF MEETING MINUTES - January 5, 2021 Council Meeting
Councilman Rogers made a motion to accept, 2nd by Councilwoman Alexander; all were in favor.

PRESENTATIONS AND REPORTS

Paula Payton - Clerk's Report – see attached

Payton added that the 2019/2020 Audit is complete; Council received a copy for review via email on Jan 28, A copy will be available online and in the office Friday February 19, 2021. Council will meet with the auditor as part of the annual budget workshop scheduled for March 1, 2021

Chief Eliopoulos – Police Department Report – see attached

Proclamation – February 2021 National Bird Feeding Month – see attached

CITIZEN COMMENTS (sign up required / max 3 minutes)

Gary Alexander – regarding traffic light timing; stated that traffic got backed up waiting on a green light. Mayor Sanders asked if he would speak with Chief Eliopoulos and she could contact SCDOT.

OLD BUSINESS

2nd Reading of Ordinance No. 2021-0105 “AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF RIGHT-OF-WAYS BY QUITCLAIM DEED TO ADJACENT PROPERTY OWNERS”

Clerk's comments: Property Owners were notified via USPS; Deadline extended until Nov. 30th for their response; Following 2nd reading tonight property owners will be notified that they have 60 days to have the right-of way surveyed and return survey to Town Hall; Town Attorney will review and process quitclaim deeds. Councilman Riddle made a motion to accept 2nd reading of Ordinance No. 2021-0105, 2nd by Councilman Rogers; all were in favor.

2nd Reading of Ordinance No. 2021-0105-1 “AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE”

Clerk's comments: Codification is required periodically; last time for West Pelzer was in 2000. No additions or changes to existing ordinances; All amended and new ordinances (since 2000) are now part of the living and searchable document. Additional grammatical corrections may be made by the attorney and 2020/2021 codifications will occur in December 2021.

Councilman Riddle made a motion to accept 2nd reading of Ordinance No. 2021-0105-1, 2nd by Councilwoman Alexander; all were in favor.

NEW BUSINESS

1st Reading of Ordinance No. 2021-0216 "AN ORDINANCE ANNEXING CERTAIN PARTIAL OF LAND TO THE TOWN OF WEST PELZER, SOUTH CAROLINA; DESCRIBING SAID LANDS AND DECLARING SAME A PART OF THE TOWN OF WEST PELZER, SOUTH CAROLINA; AND AMENDING AND CHANGING THE ZONING MAP OF THE OF TOWN OF WEST PELZER, SOUTH CAROLINA, TO SHOW SUCH ANNEXATION AND THE CLASSIFICATION OF THE SAME UNDER THE ZONING ORDINANCE OF THE TOWN OF WEST PELZER, SOUTH CAROLINA; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE"

Clerk's comments: This request was not required to go before the Planning Commission due to lack of membership; Town Ordinance requires a minimum of 5 members and after recent resignations the commission only has 4; 40% of the property is in West Pelzer town limits; Request is for partial annexation of the remaining property; Continuation of existing R-15 zoning; residential housing - no change in zoning is requested. Property owner is in attendance to answer any questions by Council. If passed, 2nd / final reading will be on the March 2, 2021 agenda. Councilwoman Alexander made a motion to accept 1st reading of Ordinance No. 2021-0216, 2nd by Councilman Rogers; all were in favor.

Resolution No. 2021-0202 "A RESOLUTION BY THE TOWN OF WEST PELZER TOWN COUNCIL TO ENTER INTO A LEASE AGREEMENT FOR TMS 2430006015 FOR THE PURPOSES OF PARKS, RECREATION AND TOURISM"

Clerk's comments: Council was made aware in December 2020 regarding potential property for economic development; Property owner will lease the property to the Town for the value of the property tax (less than \$200) annually. The Town will grant back this portion of the county tax payment once payment is received. Plan calls for no West Pelzer funding to be used but to seek resources for water recreation funds, additional PARD funds outside of our allotment, and volunteer groups to construct walking trails and picnic tables. Property allows Town to market the river frontage for additional tourism impact and there will be no impact to current services offered within West Pelzer limits.

Councilman Riddle made a motion to accept Resolution No. 2021-0202, 2nd by Councilwoman Alexander; all were in favor.

Resolution No. 2021-0216.1 "A RESOLUTION TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) TOWN OF WEST PELZER, SOUTH CAROLINA, GENERAL OBLIGATION REFUNDING BOND, SERIES 2016; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO"

Clerk's comments: Current General Obligation bond and Hospitality Bond are 3.75%+; Current rate is under 2%. Reissue GO bond and free up hospitality money. Recommended by MASC and bond attorney. Resolution allows Mayor to sign an engagement letter with Pope Flynn Group to initiate the process.

Mayor Sanders made a motion to accept Resolution No. 2021-0216.1, 2nd by Councilman Riddle; all were in favor.

Resolution No. 2021-0216.2 "A RESOLUTION TO REQUEST PUBLIC INVOLVEMENT AND ENGAGEMENT IN THE PLANNING COMMISSION, ELECTION COMMISSION AND BOARD OF ZONING APPEALS FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA"

Clerk's comments: A minimum of one Planning Commission member needs to be appointed for the commission to function; One Election Commission member is needed prior to the November 2021 local election; preferably to be appointed prior to August when filing opens. Council currently acts in the absence of the Board of Zoning Appeals; 5-13 members are needed to function. Resolution allows for nominations and appointments to follow in March. Councilman Riddle made a motion to accept Resolution No. 2021-0216.2, 2nd by Councilwoman Alexander; all were in favor.

REQUEST BY COUNCIL

Councilwoman Alexander – none

Councilman Riddle – none

Councilman Rogers – none

Mayor Sanders – extended thanks and gratitude to everyone for their patience during his family's quarantine; thanks to Mayor Pro-tem Riddle for filling in during his absence.

The "Bloom" poetry contest organized by Poet Laureate, James Campbell will be open for submissions until March 9th at 11:59pm. Information will be on the Town's Facebook page and website.

The 7-11 property ownership dispute is being handled by the Town Attorney; a cease-and-desist letter has been sent to the Town of Pelzer. An Attorney General ruling request and a Freedom of Information request is being prepared.

At approximately 3:16am this morning there was a pedestrian vs vehicle accident at the intersection of Highway 8 and Highway 20. The West Pelzer Police Department continues to work with the SC Highway Patrol and Anderson County on the investigation. Forthcoming information will be from the Highway Patrol and/or the Mayor's office.

EXECUTIVE SESSION - none

ADJOURNMENT

At 6:36pm Mayor Sanders made a motion to adjourn, 2nd by Councilman Rogers; all were in favor.

Minutes prepared by:

Paula H. Payton. CMC

Town Clerk



www.westpelzer.com

To: Mayor Sanders and Council

From: Paula H. Payton, CMC

Subject: Clerk's Report

Date: February 1, 2021

The following are updates and information related to activities in the Town of West Pelzer and/or upcoming events. Please contact me with any questions that you may have related to these items. ppayton@westpelzer.com or 864-947-6297 ext. 101

Administration

- The February 2021 Quarterly Department Meeting was held via email
- Municipal Center will be closed Monday February 15, 2021 in observance of Presidents' Day
- Strategic Plan Update (*see attached*)
- 2021 Statement of Economic Interest reports are due
 - Must be filed electronically
 - <https://ethics.sc.gov>

Public Works

- 17 work orders were completed in the month of January 2021.
 - Work Orders can be submitted online (www.westpelzer.com) or by calling Town Hall
- 2019 CCR Water Quality Report is available at www.westpelzer.com
- Reminder - Sanitation will run as usual, unless notification is received, even on holidays
- Public Works Committee met on December 7, 2020 to discuss the shared duties for operation and maintenance of the Sewer Plant

Municipal Court

Monies disbursed for January 2021

- General Fund ~ \$502.17
- Victim's Fund (Anderson County) ~ \$97.26
- State Assessment ~ \$1,000.07

Per the Supreme Court of South Carolina all in-person proceedings are banned indefinitely (beginning Monday January 11, 2021)

Finance

- January 2021 Budget
 - General Fund Income \$100,609.81 ~ Expense \$36,785.89
 - Water/Sewer Income \$68,337.35 ~ Expense \$70,190.30
 - Hospitality Tax Income \$1,888.21 ~ Expense \$396.07
- Over Budget Items (YTD) - None

Strategic Plan Update

To: Mayor & Council

From: Paula H. Payton, CMC

Date: February 16, 2021



Town Council has established three Strategic Themes that act as guide posts in developing goals, objectives, and tasks that will work to accomplish the mission and achieve the vision established for the Town.

BUILD a Safer Environment, **BEAUTIFY** the Town, and **BE OUR BEST**.

Completed:

- Installation of new mulch at Chapman Park and other public areas
- Complete Flag at Chapman Park
- Recognize Veterans (7/1/2020 & Christmas Parade)
- Installation of Fans at Chapman Park
- Security Upgrades
- City Flag
- Christmas Lighting
- Professional Growth – annual training programs developed for all departments
- Little Free Library (30 Main Street)
- Welcome Packets – Residents/Businesses
- Added Transparency

In Progress:

- Main Street Beautification
- Update/Codification of Town Ordinances (2/16/2021)
- Sell Sewer
- Better Communication

Planning Stage:

- Council Committees
- Mural on Municipal Center
- Crime Watch – Feb/March 2021
- Employee Appreciation (May 2021)



To: Mayor Sanders and Council

From: Chief Alexis Eliopoulos

Subject: Police Department Report

Date: February 1, 2021

The following are updates and information related to activities of the West Pelzer Police Department and/or upcoming events. Please contact me with any questions that you may have related to these items.

aeliopoulos@westpelzer.com or 864-947-6297 ext. 103

Crime Stats

- Reports-28
- Arrests-9
 - traffic related charges – 4
 - Drug related- 2
 - TPN- 1
 - Disorderly Conduct-1
 - Petit Larceny- 1
 - Burglary 1st - 1
 - A & B 3rd degree- 2
 - Domestic Violence- 1
 - Resisting arrest- 1
 - Warrants Served-1
 - Dogs running at large- 1
- Tickets Written- 70
- Warnings- 21
- Crime stats for Janurary 2020 were 22 reports with 10 arrests.

Updates

- Sgt Marro and Wife were blessed with another baby girl on 1/28/2021
- WPPD welcomes new part timer Officer Parks

- Our first Litter Pick up will be conducted on 2/27/2021 at 10am and will last approximately 2 hours. If interested please be at the PD at 9:45am that morning.
- Reminder: If anyone needs to reach an Officer, they can call 864-947-6297 opt 5 or Anderson County Dispatch 864-260-4444; If it is an emergency please dial 911.

**PROCLAMATION RECOGNIZING FEBRUARY 2021
AS NATIONAL BIRD FEEDING MONTH**

WHEREAS, The Town of Frankville and Town of West Pelzer was established as a Bird Sanctuary by Ordinance by the Aldermen in 1913 and 1918; and,

WHEREAS, February is one of the most difficult months in the United States for wild birds, therefore it is recognized as National Bird-Feeding Month. During this month, individuals are encouraged to provide food, water, and shelter to help wild birds survive. This assistance benefits the environment by supplementing the wild bird's natural diet of weed seeds and insects. Currently, one-third of the U.S. adult population feeds wild birds in their backyards; and

WHEREAS, In addition, backyard bird feeding is an entertaining, educational, and inexpensive pastime enjoyed by children and adults. Bird feeding provides a needed break from today's frantic lifestyles. Adults enjoy the relaxation and peacefulness afforded by watching birds -- nature serves to relieve the stress and can get one's day going on a tranquil note; and

WHEREAS, Young children are naturally drawn to the activities involved in feeding wild birds, which can serve as excellent educational tools. Children can identify different species of birds with a field guide and can learn about the birds' feeding and living habits. These observations can then provide excellent research opportunities for school projects and reports; and

WHEREAS, Feeding wild birds in the backyard is an easy hobby to start and need not overtax the family budget. It can be as simple as mounting a single feeder outside a window and filling it with bird seed mix. For many people, the hobby progresses from there. They discover the relationship between the type and location of feeders, and the seeds offered in them, and the number and varieties of birds attracted. Parents can challenge an inquisitive child's mind as they explore together these factors in trying to encourage; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council this 16th day of February, 2021, that the Town of West Pelzer is hereby designating February as National Bird Feeding Month; and,

Thus proclaimed and adopted on February 16, 2021.


Blake Sanders, Mayor


Paula Payton, Town Clerk

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF RIGHT-OF-WAYS BY QUITCLAIM DEED TO ADJACENT PROPERTY OWNERS

WHEREAS, the Town of West Pelzer owns public rights-of-way that are within the municipal boundaries and previously used for utilities and trash collection; and

WHEREAS, the Town of West Pelzer completed a Resolution of intent to transfer in June 2020 outlining the process of property transfer; and

WHEREAS, the Town of West Pelzer agrees to abandon and Quit Claim Right-of Way as shown on Exhibit A.

BE IT HEREBY ORDAINED that the Town of West Pelzer Town Council does hereby approve and authorizes the Mayor, in consultation with the City Attorney, to:

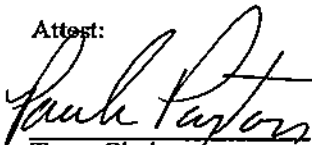
1. Prepare, execute, and record all documents necessary to complete to abandon and Quit Claim Right-of Way as shown on Exhibit A.

First Reading: 1-5-2021

Second Reading: 2-16-2021


Mayor

Attest:


Town Clerk

TMS#	Name	Address	Mailing Address	Width
<u>Spring to Dendy</u>				
243-05-03-005	YES James & Peggy Rainey	11 Dendy Street	Same	5'
243-05-03-004	YES Sue H. Trotter	13 Dendy Street	Same	5'
243-05-03-016	YES Brenda D. Lyles	16 Spring Street	Same	5'
243-05-03-017	YES Harrison Oliver	20 Spring Street	Same	5'
<u>Spring to Depot</u>				
243-05-04-004	NR Sara W. Drannon	23 Spring Street	25 Atherton Circle SW Hunstville, AL 35824	
243-05-04-003	YES James L. Jeanes	25 Spring Street	Same	
<u>Welborn to Dendy</u>				
243-05-02-016	NR Regle D. Owens	15 Welborn Street	Same	
243-05-02-013	YES Violette McAllister	18 Dendy Street	230 Breazeale Drive Williamston, SC 29697	5'
243-05-02-018	NR Courtney M. Thompson	18A Dendy Street	Same	
243-05-02-014	YES Donald Lee Jr. & Debra J. Todd	20 Dendy Street	Same	5'
<u>Main to Drake</u>				
243-04-10-019	YES Aubrey P. & Diane B. Smith	18 Drake Street	43 Main Street West Pelzer, SC 29669	5'
243-04-10-008	YES Diane Bell Smith	45 Main Street	43 Main Street West Pelzer, SC 29669	5'
243-04-10-009	YES Diane B. Major	43 Main Street	43 Main Street West Pelzer, SC 29669	5'
<u>Bollinger to Chapman Park</u>				
243-04-13-010	***** Town of West Pelzer	36 Main Street		
243-04-13-011	YES SBM Properties, LLC	38 Main Street	350 Hattie Road Easley, SC 29640	10'
243-04-13-012	YES SBM Properties, LLC	38 Main Street	350 Hattie Road Easley, SC 29640	10'
<u>Chapman Park to Park</u>				
243-04-13-013	***** Town of West Pelzer	Bollinger Street		
243-05-13-004	***** Town of West Pelzer	3 Hindman Street		
243-04-13-001	YES William E. Jeanes & Roger D. Scott, Sr. (Donald Simmons)	17 Park Street	243 Hwy 20 Pelzer, SC 29669	5'
243-04-13-003	YES Frances Pack Young Life Est (Shelia Hiles)	5 Hindman Street	112 Lake Road Easley, SC 29642	5'
243-04-13-002	YES Joni Lee Riddle	13 Park Street	Same	5'
<u>Park to Evans</u>				
243-04-14-009	NO Carolyn G. Hinson	7 Hindman Street	Same	
243-04-14-008	NO Robert A. Limer, Jr.	9 Hindman Street	Same	
243-04-14-007	NR Larry T. Rachels	11 Hindman Street	214 Sagewood Road Greenwood, SC 29646	
243-04-14-022	NO Daniel B. & Paula J. Payton	PT 5 BLK E off Hindman	18 Park Street West Pelzer, SC 29669	
243-04-15-005	NO Joe R. & Tammy E. Turner	LT 1F + SE Hindman Street	17 Hindman Street West Pelzer, SC 29669	
243-04-14-010	YES Daniel B. & Paula J. Payton	18 Park Street	Same	10'
243-04-14-003	YES Paula H. & Daniel B. Payton	LT 8 SEC E Evans Street	18 Park Street West Pelzer, SC 29669	10'
243-04-14-004	YES Paula H. & Daniel B. Payton	PT LT 8 SEC E Evans Street	18 Park Street West Pelzer, SC 29669	10'

Stewart Street				
243-05-01-008	YES	Mary Jo Dillard Posey	6 West Stewart Street	106 West Stewart Street West Pelzer, SC 29669
243-05-01-009	YES	Jerry M. Emery	8 West Stewart Street	108 West Stewart Street West Pelzer, SC 29669

ORDINANCE NO. 2021-0105-1

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE TOWN COUNCIL:

Section 1. The Code entitled "Code of Ordinances of the Town of West Pelzer, South Carolina," published by Municipal Code Corporation, consisting of chapters 1 through 62, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before November 1, 2005, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine by not exceeding \$500.00, or imprisonment not exceeding 30 days, or both. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the town may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the town to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. This ordinance shall be effective after second reading of Town Council.

DONE AND RATIFIED IN COUNCIL, DULY ASSEMBLED THIS 16th DAY OF FEBRUARY 2021.

Blake Sanders, Mayor

Jim Riddle, Council

Pat Alexander, Council

Johnny Rogers, Council

Vicki Farmer, Council

Paula Payton, Town Clerk

ORDINANCE 2021-0216

AN ORDINANCE ANNEXING CERTAIN PARTIAL OF LAND TO THE TOWN OF WEST PELZER, SOUTH CAROLINA; DESCRIBING SAID LANDS AND DECLARING SAME A PART OF THE TOWN OF WEST PELZER, SOUTH CAROLINA; AND AMENDING AND CHANGING THE ZONING MAP OF THE TOWN OF WEST PELZER, SOUTH CAROLINA, TO SHOW SUCH ANNEXATION AND THE CLASSIFICATION OF THE SAME UNDER THE ZONING ORDINANCE OF THE TOWN OF WEST PELZER, SOUTH CAROLINA; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, the lands hereinafter described are contiguous and adjacent to the Town of West Pelzer, and the Town has been requested to annex the same to the Town of West Pelzer, South Carolina, and;

WHEREAS, it appears to the Mayor and Town Council of the Town of West Pelzer, that the hereinafter described property is subject to annexation to the Town under and pursuant to the provisions of South Carolina Code, and that said land should be annexed to and become a part of the Town of West Pelzer, and;

WHEREAS, the Town Council referred the zoning of the affected territory for report and recommendations to the Planning Commission, and Planning Commission made its report and recommendations for the hereinafter described property proposed to be annexed, and;

WHEREAS, the Council has determined that the proper classification under the Zoning Ordinance of the Town of West Pelzer, for the property to be annexed is as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF WEST PELZER, AS FOLLOWS:

SECTION I: That the following described land in Anderson County, South Carolina:

OWNER: RYAN VICARS

TMS NO: 244-00-01-001-000

ADDRESS: LOCATED ON PALMETTO ROAD BETWEEN
WEST STEWART STREET AND DENDY STREET
AND A PORTION ON THE SOUTH SIDE OF
DENDY STRETE AT THE CORNER OF
PALMETTO ROAD

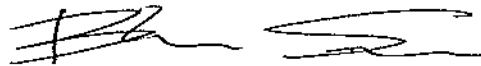
DESCRIPTION: 62.94 ACRES

The same hereby is annexed to the Town of West Pelzer and shall be, and is hereby declared to be

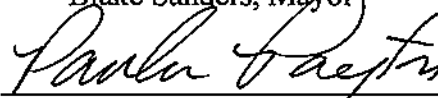
a part of the Town of West Pelzer, South Carolina. The property is hereby classified and zoned as "R-15", which would permit the residential use of the said property.

SECTION II: This ordinance shall be in full force and effect from and after its passage, approval and due publication.

PASSED BY THE TOWN COUNCIL AND APPROVED BY THE MAYOR this 2nd day of March 2021.



Blake Sanders, Mayor



Paula Payton, Town Clerk

100 Percent Petition Form

TO THE MAYOR AND COUNCIL OF THE TOWN OF WEST PELZER:

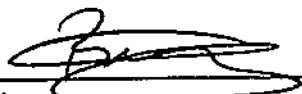
The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City/Town by ordinance effective as soon hereafter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

The territory to be annexed is described as follows:

Tract 2 on New Survey Recorded 9/2/2020 Bk: S2704 Pg. 00009 (see attached)
Tract 2 is located on Palmetto Rd. between W. Stewart St. and Dendy St. and a portion on the south side of Dendy St. at the corner of Palmetto Rd. A portion of Tract 2 is already located in the City Limits of W. Pelzer.

The property is designated as follows on the County tax maps:
Anderson County Tax Map #2440001001 (Only Tract 2 of attached new survey)

See Attached Plat.

 Ryan Vizers
Signature

223 S. Town Rd Suite A Easley SC 29642
Street Address, City

1-21-2021
Date

For Municipal Use:

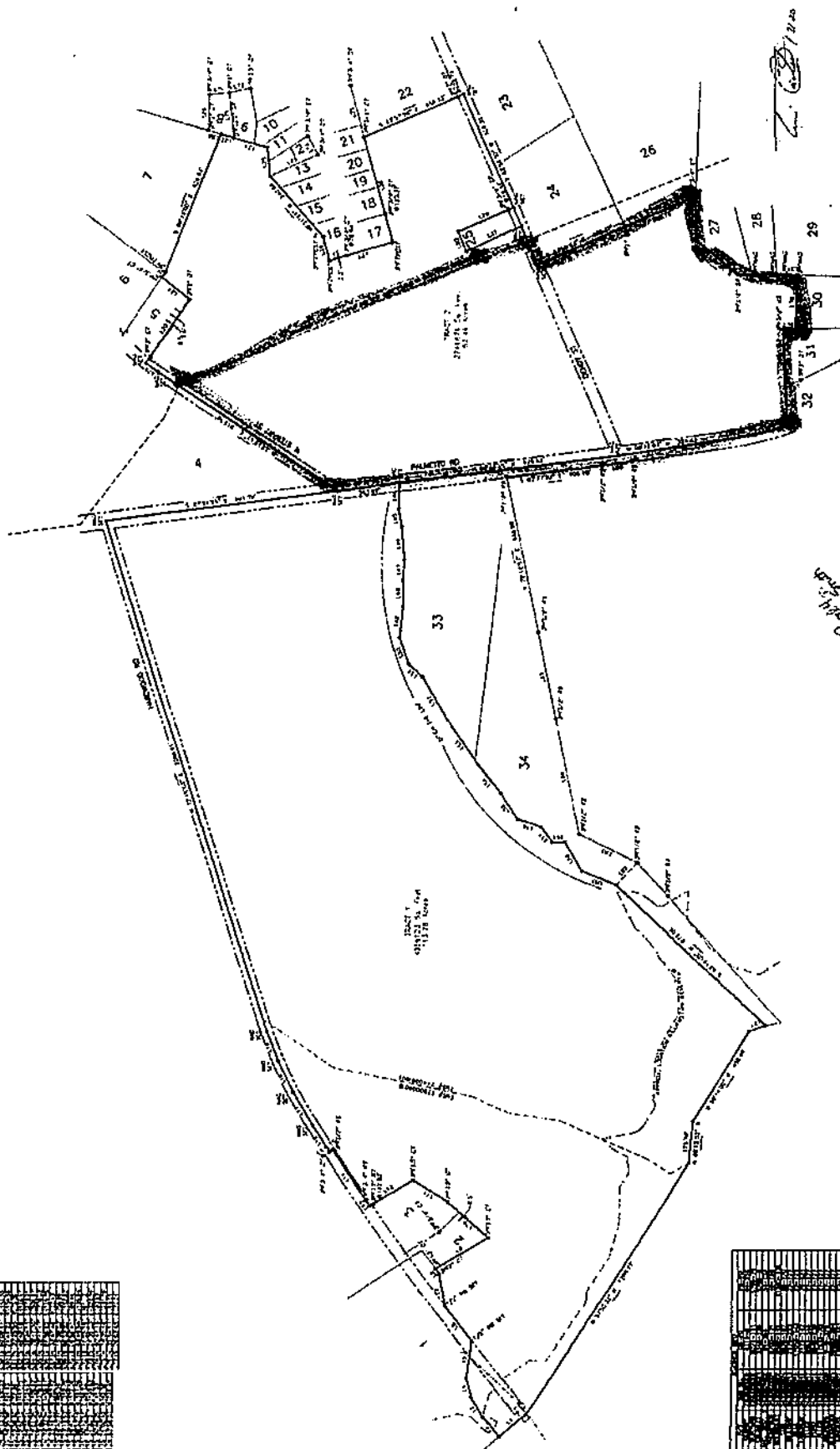
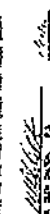
Petition received by: Paula Rayton
Date: 1/21/2021

Description and Ownership verified by: Paula Rayton
Date: 1/21/2021

Recommendation: _____

By: _____

Date: _____



2024-11-15

2012/12/20



Town of West Pelzer
30 Main Street
West Pelzer, SC 29669
www.westpelzer.com

Applicant: Ryan Vicars
Owner: Ryan Vicars
Location: West Stewart Street, Dendy Street, Palmetto Road
TMS No: 2440001001 (Tract 2)
Request: Annexation
Existing Zoning: R-15

Evaluation:

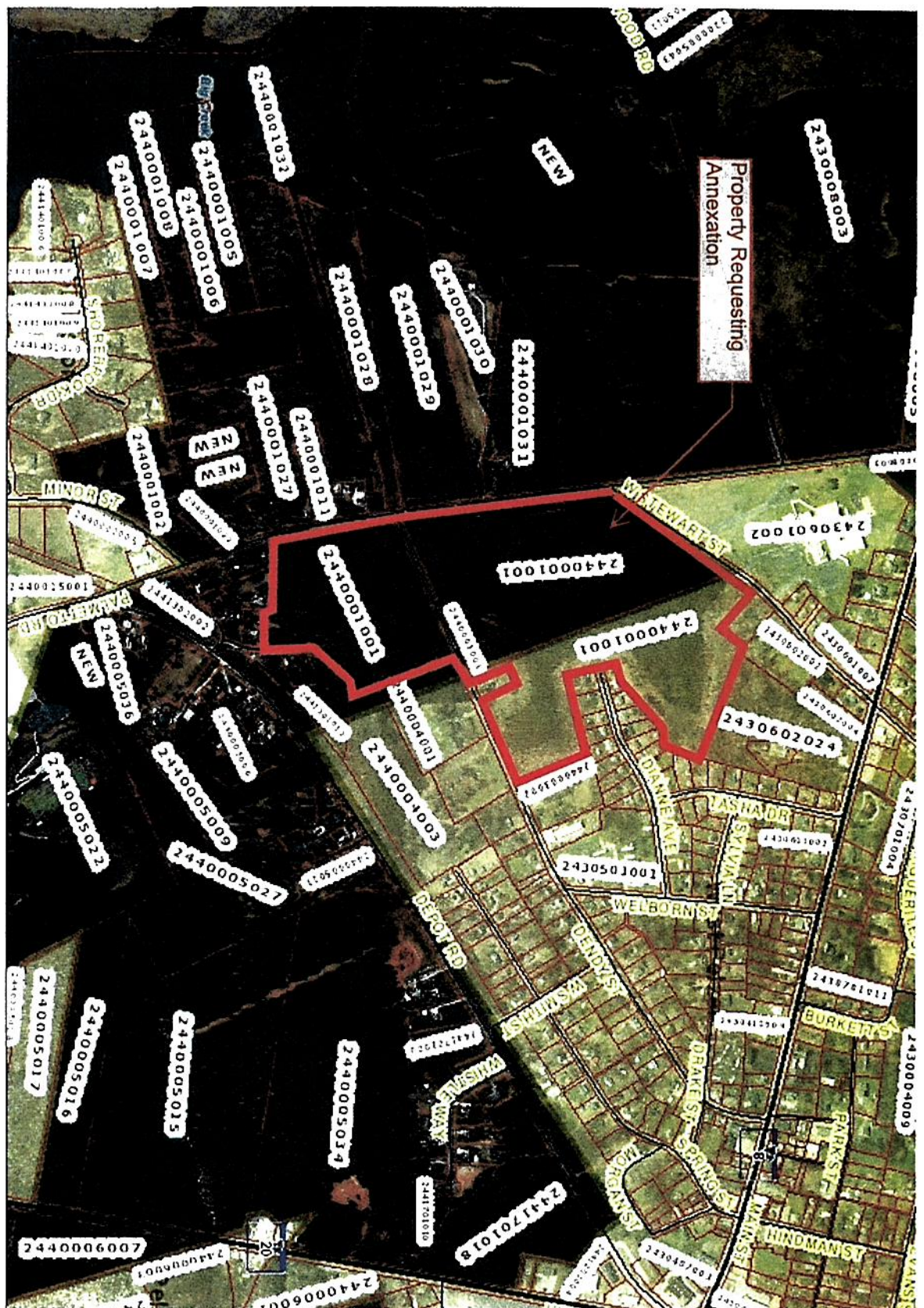
Staff received the Request for Annexation on January 21, 2021. Staff reviewed the submittal and considered it to be a completed application. A summary of discussions with the applicant are as follows:

- Property Size: +/- 63 acres (+/- 20 acres already in Town of West Pelzer)
- Approximately 40% of the property is already in Town limits
- Current zoning – R-15 (minimal 15,000 SF lot size)
- Lot sizes will range from one-half acre to over an acre
- Phase One will have homes that face existing roadways (minimal traffic impacts)
- Pines will remain where practical as buffers between existing and future homes
- Homes will be professionally landscaped; Housing styles are in keeping with existing architecture
- Donation of property for park on West End per Council's Strategic Plan – in close proximity to school
- Dedicated connection from property to West Pelzer Elementary School
- Desire to partner with the Town on Tree City USA grant to plant street trees along Palmetto Road, West Stewart Street, and Dendy Street
- Administrative process for internal housing to be coordinated with Town of West Pelzer, SCDHEC, SCDOT, and Land Development Regulations

No Planning Commission meeting was conducted due to lack of a commission pursuant to Ordinance.

Should the Town Council deny the application request, the Applicant can submit for a hearing from the Board of Zoning Appeals, Circuit Court, or proceed with development on property currently located within Municipal limits and remaining development will proceed through Anderson County.

The Town Council can issue approval or denial for this request. Second Reading would occur at the regular scheduled Council Meeting in March 2021.



RESOLUTION NO. 2021-0202

**RESOLUTION BY THE TOWN OF WEST PELZER TOWN COUNCIL TO ENTER INTO A
LEASE AGREEMENT FOR TMS 2430006015 FOR THE PURPOSES OF THE
DEVELOPMENT OF RIVERFRONT WEST FOR PARKS, RECREATION, AND TOURISM**

WHEREAS, the Town of West Pelzer has adopted strategic master plans that reinforce the value of parks, recreation and tourism; and

WHEREAS, the Town has supported parks and recreation with the development of Chapman Park in 2012 and further with supporting neighboring agencies and municipalities with recreational development opportunities; and

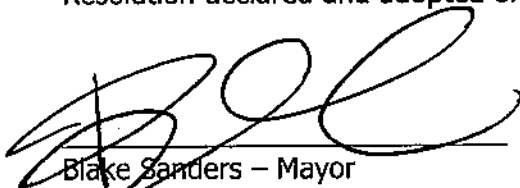
WHEREAS, the Town has witnessed an increase in outdoor recreation, specifically along the Saluda River and desire to engage public and private entities to focus on passive recreation; and

WHEREAS, the Town desires to engage public and private entities to focus natural trail development along the property and provide an outdoor amenity to residents, neighbors, and visitors; and

WHEREAS, the Town desires to be fruitful in pursuit of private funding, inclusive of publicly available grants, that will fully assist in any development activities

NOW THEREFORE, BE IT RESOLVED, that the Town Council of the Town of West Pelzer hereby approves the Mayor of the Town of West Pelzer to execute a lease agreement, commits to work cooperatively with other partners to ensure the completion of Riverfront West in a timely fashion, and hereby establishes that the Town will collaborate with local volunteers on construction and maintenance.

Resolution declared and adopted on February 16, 2021.



Blake Sanders – Mayor



Paula Payton – Town Clerk

THE STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

LEASE AGREEMENT

THIS AGREEMENT entered into this date, February 16, 2021, by and between **Mohammad Anwar Farhan** hereinafter collectively called "Landlord," and **Town of West Pelzer, South Carolina**, hereinafter collectively called "Tenant."

WITNESS:

Landlord leases to Tenant and Tenant leases from Landlord the unimproved property generally referred to as Tract 1 Old River Road, Pelzer SC 29669, Anderson County TMS#2430006015, containing 8.58 acres, more or less, as shown on a plat of said property which is attached hereto and made a part hereof, hereinafter referred to as the "leased property".

The parties agree as follows:

SECTION 1. *Term and Amount.* The term of this lease shall commence on the date signed by the parties hereinbelow and shall be for a period of ten (10) years.

During the initial term of the lease, or any extension thereof, the Tenant shall pay to the Landlord the annual rent in an amount equal to the total amount of Anderson County property taxes (currently as of January, 2021 being the amount of **\$117.25**). This annual rent shall be payable on the first (1st) day of each year beginning **January 1, 2022**, and continuing on the first day of each year thereafter throughout the term of this lease, or any extension thereof. Rent not received by the 10th day of the year will be subject to a \$50.00 late fee. Tenant agrees to pay the rent to the Landlord at **7 Crowsnest Court, Simpsonville SC 29680**.

The Tenant shall the right to renew this lease for successive ten (10) year terms, under the same terms and conditions herein, by notifying the Landlord in writing of its intention to renew this lease for any successive ten (10) year term(s) at least thirty (30) days prior to the expiration of this lease term or any extension thereof.

SECTION 2. *Use.* The Tenant shall have the quiet and peaceable full use and enjoyment of the leased property during the term of this lease, without any hindrance or interference by anyone claiming by or through the Landlord. The Tenant may use the leased property for any lawfully permitted purpose, except for residential purposes. Tenant further agrees that it shall not use or occupy the leased property in violation of any applicable law, ordinance or regulation, or in violation of the terms and provisions of any applicable restrictions to which the leased property is subject. The Tenant, upon the discovery of any such unlawful business, disreputable or extra-hazardous use, shall promptly take all reasonable steps, legal and equitable, to compel the discontinuance of such use and to oust and/or remove any occupants or other persons guilty of such unlawful, disreputable or extra-hazardous use. The Tenant shall keep the leased property in a neat, well-groomed, and clean manner, and shall remove any and all trash from the leased property. The Tenant shall not cause any water or

drainage problems upon the leased property due to landscaping, grading, paving, construction or maintenance.

SECTION 3. *Alterations.* The Tenant shall be allowed to may any alterations, additions, or improvements to the leased property as the Tenant, in its sole discretion, deems necessary for its use of the leased property. Any alterations, additions, or improvements made by the Tenant and any fixtures installed as a part thereof, shall at the Landlord's option become the property of the Landlord upon the termination of this lease, or any extension thereof; provided, however, that the Landlord shall have the right to require the Tenant to remove fixtures at Tenant's costs upon the termination of this lease. Upon the termination of this lease, or any extension thereof, the Landlord shall not be obligated to compensate the Tenant for any improvements made to the premises by the Tenant.

The Tenant shall make alterations and improvements to the property in a timely manner. The anticipated schedule of improvements are as follows:

Within 24 months – signage, natural surface trails

Within 48 months – additional natural surface trail to connect to potential areas of environmental interest (wetlands, significant vegetation, viewsheds, etc.)

SECTION 4. *Repairs.* Tenant shall, at its own expense, make all repairs and other maintenance to the leased property Further, the Tenant shall keep the leased property clean, maintaining suitable receptacles for trash and refuse, and removing from the leased property all accumulations of trash and refuse. The Landlord shall not be responsible for any repairs or other maintenance of the leased property during the term of this lease, or any extension thereof.

SECTION 5. *Surrender.* On the last day of the term, or any extension thereof, or upon any earlier termination, the Tenant shall peaceably and quietly surrender the leased property to the Landlord in a clean condition, including all alterations, in as good condition and repair as at the commencement of the term.

SECTION 6. *Insurance.* The Tenant shall maintain its own insurance coverage for its personal property and for personal liability for the leased property. The Landlord shall maintain his own insurance coverage for personal liability for the leased property. Neither party shall be a named insured on the other party's liability insurance or other insurance policy.

SECTION 7. *Early Termination.* The Tenant shall have the option to terminate this lease, or any extension thereof, upon ninety (90) days written notice to the Landlord, and this lease, or any extension thereof, shall terminate at the end of the ninetieth (90th) day after the date of such written notice.

SECTION 8. *Failure to Pay Rents or Deposits.* If the leased property is vacated or deserted, or if there shall be a default in the payment of the rent for than **forty-five (45) days after the due date of a payment**, then this lease shall, at the option of the Landlord, thereupon become null and void, and the Landlord notify the Tenant in writing of the exercise of this option. After written notice to the Tenant of the exercise of this option, the Landlord shall have the right to re-enter or repossess the leased property either by force, summary proceedings, surrender or otherwise and dispossess and remove therefrom the Tenant and/or other occupants thereof and their effects without being liable to any prosecution therefor.

The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including attorney's fees, lawfully and reasonably incurred in obtaining possession of the leased property after default of the Tenant or after the Tenant's failure to surrender possession of the leased property upon the expiration of this lease, or any extension thereof, or upon early termination of this lease.

SECTION 9. *Expiration of Lease.* At the expiration of the term of this lease, or any extension thereof, or at its earlier termination, the Tenant shall remove any of the Tenant's personal property from the leased property at the Tenant's sole expense, and repair or replace any damage occasioned by the Tenant or any of its guests unless otherwise notified in writing by the Landlord.

SECTION 10. *Landlord's Access.* After giving reasonable and proper notice of no less than five (5) days to the Tenant, the Landlord or his agents may enter the leased property at any reasonable time during regular working hours for the purpose of inspecting the leased property and performing any work which the Landlord elects to undertake as long as any such work does not interfere with the use and enjoyment of the leased property by the Tenant. The Landlord may enter at other times without such notice in the event of any emergency but cannot take any action which would interfere with the Tenant's use of the leased property.

SECTION 11. *Notice.* Any notice required or permitted to be given shall be in writing and may be given by personal delivery or by US certified mail, postage prepaid and return receipt requested, or by express commercial carrier addressed to the Tenant or the Landlord at their respective addresses set forth hereinbelow in Paragraph 14. Either party may, by written notice to the other party, specify a different address for notice purposes after the execution of this lease.

SECTION 12. *Headings.* The section headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this lease or any provision herein.

SECTION 13. *No Waiver.* No delay or failure by either party to exercise any right or remedy under this lease, and no partial or single exercise hereunder, shall constitute a waiver of that right or remedy or of any other right or remedy, unless otherwise expressly provided in writing. Further, the waiver by the Landlord or Tenant of any breach of any provision of this lease shall not constitute a continuing waiver of any subsequent breach of the same provision or of a different provision. No provision of this lease shall be deemed to have been abrogated or waived by reason of failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

SECTION 14. *Notice.* The Landlord's address for notice under this lease shall be **7 Crowsnest Court, Simpsonville SC 29680**. The Tenant's address for notice under this lease shall be 30 Main Street, Pelzer SC 29669

SECTION 15. *Gender.* All nouns and pronouns used herein shall be deemed to include the masculine, feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits. The terms "Landlord" and "Tenant" as used shall include the plural as well as the singular, the neuter shall include the masculine and feminine

genders and, if there be more than one tenant, the obligations in this lease imposed on the Tenant shall be joint and several.

SECTION 16. *Time is of the Essence.* Time is expressly declared to be of the essence in all matters concerning the provisions of this lease.

SECTION 17. *Governing Law.* This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina. Each party further agrees to submit to the jurisdiction of the State of South Carolina with venue being in the County of Anderson.

SECTION 18. *Read and reviewed.* Each party has read the entire lease; each party has had an opportunity to have this lease read by counsel of its own choice, whether exercised or not; each party has not relied upon any representations of the other party except as provided in this lease; and, each party believes this lease to be fair and equitable.

SECTION 19. *Partial Invalidity.* If any provision of this lease or the application of the provision to any person(s) or circumstance(s) shall to any extent be held void, unenforceable, or invalid, then the remainder of this lease or the application of the provision to any person(s) or circumstance(s) other than those to which it is held void, unenforceable or invalid shall not be affected, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 20. *Enforcement Expense.* If either party is required to institute litigation against the other party to enforce its rights under this lease and if that party obtains a valid judgment against the other party, then the non-prevailing party shall be required to pay all reasonable costs, expenses and reasonable attorney's fees of the prevailing party.

SECTION 21. *Entire Agreement; Amendment.* This lease constitutes the entire agreement between the parties with respect to the subject matter contained herein, and no prior agreement or understanding with regard to any subject matter shall be effective for any purpose. No provision of this lease may be amended or added to except by written agreement signed by the parties or their respective successors in interest.

SECTION 22. *Binding Effect.* This lease agreement shall be binding upon the heirs, successors and assigns of the parties herein.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals this
16 day of February, 2021.

WITNESS:

LANDLORD:

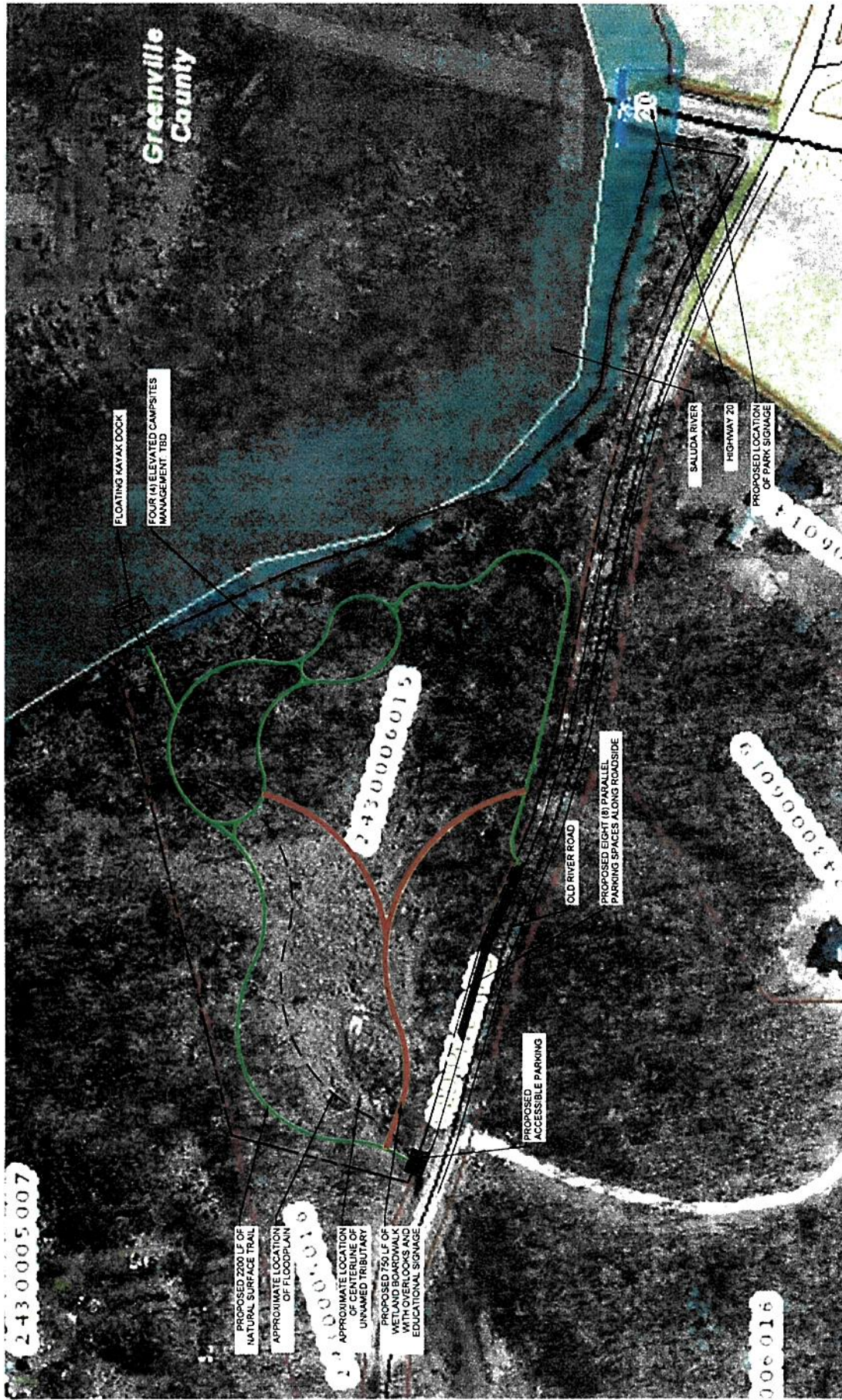
TENANT:

Page 4 of 5;
Landlord's(s') Initials _____
Tenant's(s') Initials BE





TOWN OF WEST PELZER
BY ITS MAYOR



DESIGNED: DRAWN: CHECKED: PROJECT NO.: DATE:		REVISIONS: NO. DATE ITEM 1 11.18.20 CONCEPTUAL SITE PLAN		RIVERFRONT PARK TOWN OF WEST PELZER, SC	CONCEPTUAL SITE PLAN	SCALE: 1.0
				GRAPHIC SCALE: 1"=50'		

2430005007

RIVERFRONT WEST

SITE DATA
EXISTING PARK SPACE - 1/4 ACRE
RIVERFRONT WEST - 8.58 ACRES
INCREASE OF 3.432% IN PARK AND RECREATION ACREAGE
NATIONAL AVERAGE 10 ACRES PER 1000 RESIDENTS

PROJECT PARTNERS
TOWN COUNCIL/PLANNING COMMISSION
PALMETTO PRIDE
LEGISLATIVE DELEGATION
SCOUTS OF AMERICA
DUKE ENERGY
SCDNR
USFW

WASTE INDUSTRIES
ANDERSON COUNTY PARKS DEPARTMENT
SCPR
TEN AT THE TOP/STATE MOBILITY ALLIANCE
ANDERSON SCHOOL DISTRICT ONE

FUNDING/SCHEDULE
SC WATER RECREATION FUNDING
SCPR RECREATIONAL TRAILS PROGRAM
VOLUNTEER

YEAR ONE/TWO NATURAL SURFACE TRAILS/SIGNAGE
PICNIC TABLES/PARKING
YEAR THREE-FIVE BOARDWALK/KAYAK DOCK/AMENITIES

FLOATING KAYAK DOCK

FOUR (4) ELEVATED PICNIC
AREAS WITH TABLES

PROPOSED 2200 LF OF
NATURAL SURFACE TRAIL

APPROXIMATE LOCATION
OF CENTERLINE OF
UNPAVED TRIBUTARY

PROPOSED 700 LF OF
WETLAND BOARDWALK
WITH OVERLOOKS AND
EDUCATIONAL SIGNAGE

OLD RIVER ROAD

PROPOSED EIGHT (8) PARALLEL
PARKING SPACES ALONG ROADSIDE

PROPOSED
ACCESSIBLE PARKING

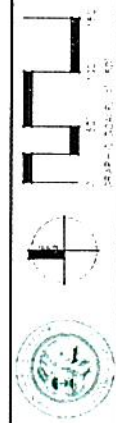
SALUDA RIVER

HIGHWAY 20

PROPOSED LOCATION
OF PARK SIGNAGE



REVISION	DATE	BY	REVISION
1	11/17/21	CONCEPTUAL SITE PLAN	
2	11/17/21	CONCEPTUAL SITE PLAN	
3	11/17/21	CONCEPTUAL SITE PLAN	
4	11/17/21	CONCEPTUAL SITE PLAN	
5	11/17/21	CONCEPTUAL SITE PLAN	



RIVERFRONT WEST
TOWN OF WEST PELZER, SC

1.0

CONCEPTUAL SITE PLAN

SHEET NO.

EXISTING CONDITIONS



CASE STUDY IMAGERY



DESIGNED BY	DATE	BY
DRAWN BY	DATE	BY
CHECKED BY	DATE	BY
APPROVED BY	DATE	BY



RIVERFRONT WEST
TOWN OF WEST PELZER, SC

SITE PHOTOS & CASE STUDY
IMAGERY SUPPORT

SHEET NO.

2.0

RESOLUTION NO. 2021-0216.1

RESOLUTION TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) TOWN OF WEST PELZER, SOUTH CAROLINA, GENERAL OBLIGATION REFUNDING BOND, SERIES 2016; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.


WHEREAS, By virtue of Title 11, Chapter 15, Article 5, as supplemented by Section 11-27-40, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the Town is empowered to issue general obligation bonds to refund other outstanding bonds of the Town. By virtue of Title 5, Chapter 21, Article 5 of the South Carolina Code, the Town is empowered to issue general obligation bonds for any "corporate purpose" as therein defined. The above-referenced titles, chapters and section of the South Carolina Code are hereinafter collectively referred to as the "Enabling Act."; and

WHEREAS, The Town previously issued its \$139,000 original principal amount General Obligation Bond, Series 2016, dated October 5, 2016 (the "Series 2016 Bond"), to provide for the financing of the acquisition, construction and equipping of the Town of West Pelzer Municipal Center. There remains outstanding of the Series 2017 Bond the aggregate principal amount of \$139,000 maturing on October 19, 2026, and bearing interest at the rate per annum of 3.75%; and

WHEREAS, The Council has made an assessment of market conditions now prevailing, and has determined that a savings in the debt service of the outstanding Series 2016 Bond, inclusive, in the amount of \$139,000, can be achieved through a reissuance of the General Obligation Bond to alleviate additional interest and resolve additional outstanding debts.

NOW THEREFORE, BE IT RESOLVED, In order to defray the recurring cost of the 2016 General Obligation Bond, the Council has determined to reissue a General Obligation Bond in the principal amount of not exceeding \$150,000. Council herein authorizes the Mayor to enter into a contractual agreement (Exhibit A) to assisting the deliverance of such bond to be read as an amended ordinance at a later date, not to exceed 180 days from issuance of this Resolution.

Resolution declared and adopted on February 16, 2021.



Mayor Blake Sanders – Town of West Pelzer



Paula Payton – Town Clerk

RESOLUTION NO. 2021-0216.2

**RESOLUTION TO REQUEST PUBLIC INVOLVEMENT AND ENGAGEMENT IN THE
PLANNING COMMISSION, ELECTION COMMISSION, AND BOARD OF ZONING APPEALS
FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA**

WHEREAS, the Town of West Pelzer is authorized by the Town Code of Ordinances and South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and authorizes as the Mayor and Town Council deem necessary; and

WHEREAS, the Mayor and Town Council passed an ordinance in 2008 establishing a Town of West Pelzer Planning Commission, Election Commission, and Board of Zoning Appeals; and

WHEREAS, the Commissions have terms as required by ordinance; and

WHEREAS, the Planning Commission currently does not meet requirements to meet, discuss, and provide recommendations to Town Council, the Election Commission does not meet requirements to oversee local elections, and the Board of Zoning Appeals does not meet requirements to meet, discuss, and rule on zoning appeals; and

WHEREAS, following Council requests for nominations, the nominations presented meet all requirements set forth by ordinance; and

WHEREAS, the Mayor of the Town of West Pelzer is authorized to appoint members to commissions, subject to approval by the Council of the Town of West Pelzer.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of West Pelzer that the Town formally request nominations of Town of West Pelzer residents for the Planning Commission, Election Commission, and Board of Zoning Appeals to be considered for appointment at a later date by Town Council.

Resolution declared and adopted on February 16, 2021.


Blake Sanders - Mayor
Paula Payton - Town Clerk