

TOWN OF ESTILL
COUNCIL MEETING AGENDA
October 14, 2020
6:00 pm
*****VIA ZOOM

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Approve of the September 9, 2020 Council Meeting Minutes
5. Approve the September 15, 2020 Special Called Meeting Minutes
6. Approve the October 14, 2020 Council Meeting Agenda

OLD BUSINESS

7. Approval of Ordinance 13-2020 to Provide for Towing and Impounding Vehicles.
Second and Final Reading
8. Update on Addressing

9. NEW BUSINESS

A. Department Reports

Police Report

Safety & Recreation Report

Fire Department Report

Public Works, Water & Wastewater Report

Administration Report

- B. September 2020 Income Statement
- C. Approval of Emergency Ordinance 16-2020 Extend COVID-19 Related Measures.
- D. Approval of Resolution 2020-11 To Set Fees for Towing and Impounding of Vehicles
- E. Approve contract with Alliance Consulting Engineers for the Sewer Study.
- F. Helping Hand Center Information
- G. Approval of Resolution 2020-12 Authorizing and Approving the Acceptance of Certain Loan Assistance Monies From the South Carolina Water Quality Revolving Fund Authority; Authorizing the Mayor to Execute that Certain Loan Assistance Agreement between The Town of Estill and The South Carolina Water Quality Revolving Fund Authority; and Other Matters Related thereto.
- H. Approval of Resolution 2020-13 Amending the Town's Employee Handbook to address the Town's Participation in the South Carolina Public Employee Benefit Authority Health Insurance Plan
- I. Public Comment (sent in via mail, email or drop box)

Adjourn

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Town Clerk at 803-625-3243 at least 72 hours prior to the meeting.

Town of Estill
Council Meeting Minutes
September 9, 2020

The Town Council Meeting was called to order by Mayor Bowers at 6:04 pm.

Invocation

The Invocation was given by Mayor C. Bowers

Present

Mayor C. Bowers, Mayor Pro-Tem T. Solomon, Councilman Joe Hadwin, Councilman Charles Savino, Town Administrator Caryn Miller, Clerk Treasurer Edna O'Banner, and Attorney Martin Harvey.

Absent: Councilwoman D. Bolden

Pledge of Allegiance

The Council stands and recites the Pledge of Allegiance.

Approve August 18, 2020 Council Meeting Minutes

Mayor Bowers asked for a motion to approve August 18, 2020 Council Meeting Minutes. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Councilman J. Hadwin. Council voted 4-0 in favor of the motion.

Approve September 9, 2020 Council Meeting Agenda

Mayor C. Bowers asked for a motion to approve September 9, 2020 Council Meeting Agenda. Mayor C. Bowers recognized Mayor Pro-Tem T. Solomon. The motion was offered by Mayor Pro-Tem T. Solomon; with a second by Councilman C. Savino. Council voted 4-0 in favor of the motion.

SPECIAL PROCLAMATION. National Red Ribbon Week October 23-31, 2020.

Mayor C. Bowers read the Special Proclamation. Mayor C. Bowers proclaimed October 23-October 31st as Red Ribbon Week in the Town of Estill. Mayor C. Bowers recognized Councilman J. Hadwin. The motion was offered by Councilman J. Hadwin; with a second by Councilman C. Savino. Council voted 4-0 in favor of the motion.

Old Business

Approval of Ordinance 14-2020 to Amend the Town's Business License Ordinance to Provide for the Regulation of Temporary Businesses. Second and Final Reading.

Councilman J. Hadwin indicated that upon research this ordinance meets the model business license that the MASC represents in their handbook on pages 69-82 and pages 35-36.

Mayor C. Bowers asked for a motion to approve Ordinance 14-2020 to Amend the Town's Business License Ordinance to Provide for the Regulation of Temporary Businesses. Second and Final Reading. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Mayor Pro-Tem T. Solomon. Council voted 4-0 in favor of the motion.

New Business

A. Department Reports

Police Report- Chief A.D. Williams- Taken as information only. Councilman C. Savino asked Ms. Miller has the county cooperated with getting information from the Chief regarding hospital visits for arrestees. Ms. Miller stated she has not received any correspondence back from the county.

Safety and Recreation Report- Vonzetta Strong- Taken as information only.

Fire Department Report- Chief Toone- Taken as information only. Councilman J. Hadwin stated when the gear was ordered the manufacturer did not ship some of the items due to an oversight, but they should be delivered at the beginning of next week.

Public Works Report- Mr. M. Hamilton- Taken as information only.

Water & Wastewater Report- Mr. M. Hamilton- Taken as information only.

Administration Report- Caryn Miller

- Ms. Miller stated the Town has worked with the building department in Hampton County to get the Verizon Tower issues situated.

Councilman C. Savino commended Ms. Miller for her efforts and getting the fee structures together. Councilman J. Hadwin commended Ms. Miller for her efforts as well. Mayor Pro-Tem T. Solomon asked Ms. Miller to elaborate on the CDBG Grant. Ms. Miller stated before any demolition happens an asbestos test has to be done. Mayor C. Bowers commended Ms. Miller and all department heads for their efforts.

B. August 2020 Income Statement

Mayor C. Bowers asked for a motion to take the August 2020 Income Statement as information only. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Mayor Pro-Tem T. Solomon. Council voted 4-0 in favor of the motion.

C. Approval of Ordinance 13-2020 to Provide for Towing and Impounding Vehicles. First Reading.

After discussion Mayor C. Bowers asked for a motion to approve Ordinance 13-2020 to Provide for Towing and Impounding Vehicles. Mayor C. Bowers recognized Councilman

C. Savino. The motion was offered by Councilman C. Savino; with a second by Mayor Pro-Tem T. Solomon. Council voted 4-0 in favor of the motion.

D. Discussion and direction to Mr. Whitley related to the memorial proposed.

Ms. Miller stated Mr. Whitley would like to propose to place an historical marker of the Webb Space Telescope to be placed downtown. Mr. Whitley thought it would be a good idea since there was a huge turn out to the national attention gained by James Weber in 1965 in Estill on the day they actually launched the telescope. Mayor C. Bowers stated the history is a major part of this country and the attention would be good for Estill. Councilman C. Savino stated it is a good idea and the history is unique. He stated we should give some suggestions about placement etc. Mayor C. Bowers stated the Town has several historical markers so this would definitely be a good addition. Councilman J. Hadwin stated placing the historical marker would help in recognizing the Town. He suggested for Mr. Whitley to reach out to local schools to see what ideas the children can come up with and also for them to learn about history as well. Ms. Miller was directed that she could move forward.

E. Bid award for the Bull Durham painting to JL Ling Painting LLC

After discussion Mayor C. Bowers asked for a motion to accept the Bid award for the Bull Durham painting to JL Ling Painting LLC. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Councilman J. Hadwin. Council voted 4-0 in favor of the motion.

**F. Public Comments
(none)**

Ms. Miller directed her comments to the Council regarding she sent an agenda via email for a special called council meeting scheduled for Tuesday September 15, 2020 at 6 o'clock via zoom. Ms. Miller stated she is applying for a Hometown Development Grant to hopefully fix the wall that is crumbling in the Bull Durham since it is a historical building. The repair is structural so it does qualify for the grant. Ms. Miller stated she has to have a resolution done to move forward to apply for the grant by September 25, 2020. Mayor C. Bowers thanked Ms. Miller for her efforts with trying to obtain this grant.

Adjourn

Mayor C. Bowers asked for a motion to adjourn. Mayor C. Bowers recognized Mayor Pro-Tem T. Solomon. The motion was offered by Mayor Pro-Tem T. Solomon; with a second by Councilman J. Hadwin. Council Voted 4-0 in favor of the motion.

Mayor C. Bowers adjourned the meeting at 7:00 pm.

ADOPTED this 9th Day of September 2020

Corrin F. Bowers III., Mayor

Tammy Solomon, Mayor Pro Tem

Dwanda Bolden, Councilwoman

Charles Savino, Councilman

Joe Hadwin Jr., Councilman

ATTEST:

Edna O'Banner, Clerk Treasurer

Town of Estill
Special Called Council Meeting Minutes
September 15, 2020

The Special Called Council Meeting was called to order by Mayor Bowers at 6:00 pm.

Invocation

The Invocation was given by Mayor Pro Tem T. Solomon

Present

Mayor C. Bowers, Mayor Pro Tem T. Solomon, Councilman Charles Savino, Town Administrator Caryn Miller, Clerk Treasurer Edna O'Banner, and Attorney Marty Harvey

Pledge of Allegiance

The Council stands and recites the Pledge of Allegiance.

Approval of Resolution 2020-11 Committing the Town of Estill Providing a Local Match for a Municipal Association of South Carolina Hometown Economic Development Grant and Following its Procurement Policy When Securing Services and Products with Grant Funds.

Mayor C. Bowers stated this grant is for the Bull Durham and it will allow for the work to be completed. Mayor C. Bowers asked for a motion to approve Resolution 2020-11 Committing the Town of Estill Providing a Local Match for a Municipal Association of South Carolina Hometown Economic Development Grant and Following its Procurement Policy When Securing Services and Products with Grant Funds. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Mayor Pro Tem T. Solomon. Council voted 3-0 in favor of the motion.

Adjourn

Mayor C. Bowers asked for a motion to adjourn. Mayor Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Mayor Pro Tem T. Solomon. Council Voted 3-0 in favor of the motion.

Mayor C. Bowers adjourned the meeting at 6:06 pm.

ADOPTED this 15th Day of September 2020

Corrin F. Bowers III., Mayor

Tammy Solomon, Mayor Pro Tem

Dwanda Bolden, Councilwoman

Charles Savino, Councilman

Joe Hadwin Jr., Councilman

ATTEST:

Edna O'Banner, Clerk Treasurer



Town of Estill Agenda Item – 7

Approval of Ordinance 13-2020 to Provide for Towing and Impounding Vehicles. Second and Final Reading

Background: This Ordinance passed on First Reading and no comments or changes have been provided to staff. When our Police Department needs to confiscate a vehicle due to a crime those vehicles are taken to the impound lot which is where the Public Works Office is located. The Town has to pay the tow company to take the vehicle there. In the past we have not attempted to recoup those towing costs when the vehicle is released. In addition, we have not charged for storage.

If a vehicle is towed to any tow lot the tow company charges the person for the tow and storage. We should be doing the same on confiscated cars and recouping the cost to the Town. Charges for storage will be done via Resolution at this meeting should Council approve the Ordinance tonight.

This is an additional revenue stream for the General Fund

Attachments: Ordinance

Recommendation: Approval of Ordinance 13-2020 to Provide for Towing and Impounding Vehicles, Second and Final Reading

Presented by: Caryn Miller, Town Administrator

DONE AND ENTERED THIS _____ DAY OF _____, 2020

FIRST READING: SEPTEMBER 9, 2020

SECOND READING: _____, 2020

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney



Town of Estill Agenda Item – 8

Update on Addressing

Background: Mr. Randy Crews has been working on correcting the addressing that took place in 2012 and will be present at this meeting via Zoom to bring the Council an update of where the process is.

Attachments: None

Recommendation: None

Presented by: Caryn Miller, Town Administrator



Town of Estill Agenda Item – A

Department Reports

Background:

Attachments: Reports

Recommendation: Acceptance of Reports as presented

Presented by: Caryn Miller, Town Administrator



ESTILL POLICE DEPARTMENT

323 Martin Luther King Jr. Blvd. S
Post Office Box 37
Estill, South Carolina 29918
Phone (803)625-3699 Fax (803)625-3958

October 7, 2020

To: Mayor and Council

From A.D. Williams, Chief of Police

Re: Monthly Report September 2020

Dear Mayor and Council:

I have our attached our statistics for the month of September 2020.

Major Criminal Incidents and Arrest(s)

- On September 4, 2020, we received a call from Coastal Carolina Hospital in Hardeeville, SC regarding an alleged sexual assault. Spoke with alleged victim via telephone while she was at the hospital. She was unable to provide vital information during the phone conversation and was advised to report in person so her incident could be thoroughly investigated. The victim has not reported to the Estill Police Department.

Goals for September

- Solve the Annie Ave. N. Homicide
- Solve any pending or open cases
- Increase productivity
- Increase revenues
- Decrease major incidents
- Continue removing firearms possessed unlawfully
- More community engagement (Following all CDC Guidelines on Social Distancing)

Significant Events Past, Present, and Future

- Ofc. Maner is continuing to deliver water to the church services in the area.
- Hired 2 officers (Christopher Milledge and Shamae Smith).
- Entering into discussions with Sheriff Smalls regarding a multi-jurisdictional taskforce.
- Received updated Body-Worn Cameras (BWC).

- Chief Williams will be attending the Southern Police Institute in Louisville, KY October 26th thru 30th, 2020 for training on "Managing a Small Police Agency". The Southern Police Institute offers premium training to law enforcement officers from around the world and is only rivaled by the FBI National Academy.

Respectfully,

A handwritten signature in black ink, appearing to read "A.D. Williams", written over a horizontal line.

A.D. Williams
Chief of Police

To: Mayor and Council
 From: A.D. Williams, Chief of Police
 Date: 10/07/2020
 Re: **September**
 Monthly Report

The Estill Police Department Monthly Report for **September** is as follows:

Incident Report Total 17	
5	Assaults
0	Drugs/Narcotics
0	Burglary/Breaking & Entering
2	Vandalism of Property
1	Theft
1	Weapon Violation
7	All other offenses
0	DV
1	Counterfeiting/Forgery
0	Robbery
0	Murder

Traffic Ticket Total 47	
28	Speeding Less Than 10 MPH
12	Speeding Between 10-25 MPH
0	Speeding Greater Than 25 MPH
0	Reckless Driving
1	Passing Unlawfully
0	Operating Uninsured
0	Faulty Equipment
0	Disregard Sign or Sig
1	Non-Traffic
1	Other Violations
2	Driver's License Violation
0	Vehicle in Unsafe Condition
2	Driving Under Suspension
0	Driving Under the Influence

Warning Tickets	
19	Tickets

Arrestee Report	
0	Arrests

Warrant Service	
0	Warrants Served

Victim's Advocate Report	
8	Victims

Town Of Estill

Safety/Recreation Department Monthly Report September 2020

There were no accidents or incidents reported for the month of September 2020. All fire extinguishers were checked at the Town Hall, Courtroom, Police Department, Public Works, Treatment Plant, Bull Durham Building and the Library and they all were in good condition. The parks were checked daily to make sure there were no damages and also the Bull Durham Building to make sure there were no leaks, make sure it's clean and sanitized. For the month of September the Bull Durham Building was used (7) times.

On 9/24/2020 the Safety/Recreation Committee met for our monthly meeting and each department stated that they were doing their best with the Covid-19 and asked what more can be done to ensure the safety of all employees. Continue to wear your mask, wash your hands, keep social distance and keep your area sanitize as much as possible. Thanks again to the staff from Public Works for always having on their Protective Gear. This concludes my monthly report.

BULL DURHAM CENTER RESERVATIONS 2020

Thomas Owens	(803)942-0472	2/8/2020	3:00PM-7:00PM	400.00	400.00	0	2/5/2020	Palmetto
Estill Police Dept	(803)942-0499	2/10/2020	6:30PM-8:00PM	0	0	0	0	Palmetto/LO
Ann Dunbar	(803)942-5898	2/22/2020	3:00PM-7:00PM	400.00	400.00	0	2/04/2020	Palmetto
Estill Fire Dept	(803)942-2828	2/29/2020	9:00AM-3:00PM	0	0	0	0	Palmetto/LO
Deloris Bryant	(803)942-5906	3/7/2020	7:00PM-11:00PM	400.00	400.00	0	2/18/2020	Palmetto
Officer Dashawn Manor	(803)942-0499	3/9/2020	9:00AM-5:00PM	0	0	0	0	Palmetto/LO
Officer Dashawn Manor	(803)942-0499	3/10/2020	9:00AM-5:00PM	0	0	0	0	Palmetto/LO
Jody Hadwin	(803)942-2828	3/21/2020	9:00AM-2:00PM	0	0	0	0	Live Oak (CANCEL)
Officer Dashawn Manor	(803)942-0499	4/1/2020	9:00AM-12:00 Noon	0	0	0	0	Live Oak (Cancel)
Julia Dempsey	(803)709-3205	4/7/2020	9:00AM-1:00PM	0	0	0	0	Palmetto (Cancel)
Shandra Housey	(803)842-9387	4/25/2020	6:00PM-10:00PM	400.00	150.00	250.00	4/7/2020	Palmetto
TIMS Class	(803)942-2828	5/9/2020	9:00AM-1:00PM	0	0	0	0	Live Oak (Cancel)
Annette Jones	(803)398-6498	5/28/2020	8:00PM-12:00PM	400.00	150.00	250.00	5/8/2020	Palmetto
Donnashia Graves	(803)842-7933	6/27/2020	5:00PM-9:00PM	400.00	150.00	250.00	06/09/2020	Palmetto
Yvette Holman	(803)842-7730	7/18/2020	6:00PM-11:00PM	450.00	450.00	0	3/10/2020	Palmetto
Mary Monroe	(803)842-1403	7/25/2020	6:00PM-11:00PM	450.00	150.00 (Refund)CK#022113	0	7/7/2020	Palmetto (Cancel)
Mrs. Caryn Miller	(803) 625-3243	7/27/2020	6:00PM-7:30PM	0	0	0	0	Live Oak (Cancel)
Sintaysha Singleton	(803) 942-4191	8/1/2020	3:00PM-12:00PM	850.00	850.00	0	8/1/2020	Palmetto/LO
Bryant Cobb	(803)734-7063	8/6/2020	9:00AM-1:30PM	0	0	0	0	Palmetto
Annease Goodman	(803)942-1648	8/12/2020	8:00AM-2:00PM	0	0	0	0	Palmetto
Dwanda Bolden	(803)842-1827	8/22/2020	9:30PM-1:30PM	0	0	0	0	Courtroom
Michael V Butler	(843)694-1140	8/26/2020	10:00AM-12:00PM	0	0	0	0	Palmetto
Michael V Butler	(843)694-1140	9/2/2020	10:00AM-12:00PM	0	0	0	0	Palmetto
Shamika Williams	(803)842-2914	9/4/2020	7:30PM-11:30PM	400.00	400.00	0	8/17/2020	Palmetto

Estill Fire /Rescue
824 2nd Street East
Estill, S.C. 29918

09/30/2020

To: Mayor Bowers, Members of Council and Administrator Miller,

Operations:

Training

1st Drill Night: September 01, 2020 the firefighters had a class on installing the foam nozzle and using the foam injector for flammable liquid fires. We discussed the proportioning rate or dilution rate to achieve the correct amount of foam concentrate to be mixed with water to achieve a foam blanket to cover the fuel surface to smother the fire. We used dish detergent as a foaming agent to demonstrate the process. There were 8 members present for drill.

2nd Drill Night: September 28, 2020 the firefighters repaired a leaking intake valve on the rear of Engine 21. There were 4 members present for drill.

County Drill:

The following is the summary of the incident responses from September 1, 2020 through September 30, 2020.

Type of Incident	September
Vehicle Fire (4-wheeler)	1
Structure Fire	0
Brush Fire	1
EMS	1
EMS—forced entry	1
Fire Alarm	5

MVC	3
Extrication/Rescue	0
Aircraft Standby	0
Gas Leak	0
Service Call	0
Cancelled En-route	0
Assist Law Enforcement (HPD) Lighting	0
Power Line down	1
Total (in town 10) (county 3)	13

Respectfully submitted,

Fire Chief Lanier Toone

Public Works & Utilities Department Monthly Report 9/30/2020

Continue mowing of the Library, mowing and trimming walking trail, Dogwood Park, Baseball field, Best Manufacturing yard, other parks, and Town Hall. The pickup route for leaf and limbs on 2nd and 4th week each month. Picked up 28 loads and it is ongoing.

Water& Wastewater Department

Completing work orders from Town Hall at the same time we are practicing self-distancing, washing hands, and using sanitizer.

1. Reading water and meters, rereads
2. Repaired 12 water lines and 17 sewer calls
3. Flushing all 145 fire Hydrants

Maintaining 3 water wells, 7 lift stations each week, and wastewater treatment plant.

4. 31 work orders completed from the Town Hall.
5. 2 Employees were tested for COVIV-19 one was cleared. The other won't know until 10-5-2020
6. Cleaned around 8 spray heads to pull water samples at the spray field.
7. Repaired a 12in water main line at the HWY321 water tank.

McDonald Hamilton

Public Works Superintendent



October 1, 2020

Town of Estill Agenda Item A

Administrator Report for September 2020.

1. We received the paperwork on the CDL Loan and have the ability to start the draw down as needed.
2. We received a \$750,000 CDBG grant for the second quadrant of Water line improvements.
3. We received a 100% principal forgiveness \$64,000 SRF Loan to do the Sewer Study.
4. We had an audit from PEBA on our Health Insurance and Retirement withholdings. This audit resulted in the Town having to change its Employee Manual to reflect the cost share that PEBA mandates in relation to employee and employer payments, especially for the employees that have dependents. As a result, the Town has to refund its employees for deductions made in error. The final cost to the Town is pending the official letter from PEBA.
5. We applied for a CSX Grant for First Responders in the amount of \$25,000 for Air Packs. There is also a grant that was applied for with the County's help for Air Packs and we have not heard back from them yet. If CSX gives us the \$25,000 it can go towards our match on the other grant if we get it.
6. We applied for a 25,000 grant to fix the Bull Durham and purchase new wayfinding signs. Our match is \$1,250.
7. We have applied for a \$2,200 grant to purchase the needed software for the Fire Department. No match is required.
8. We applied for a Hazard Mitigation Grant for generators last year and have reapplied for them this year as well. If the first grant comes in that will be great but in case it does not we have been proactive.
9. The SCDOT TAP Grant for the sidewalk project to Parrish Green is in the preliminary design phase. ROW work will be done in March 2021 and the letting of the construction is not set until March of 2022.
10. The BRIC grants are open in October and I will be going to do training virtually.
11. Historical Study Grants come open in October and we will be looking at those as well.
12. In the end of October a grant for a possible downtown study and rebranding/marketing comes open. We will be looking to apply for that as well.
13. Met with Brantley Strickland of the SCCED and discussed where we are in Estill and what may be coming in the near future. We plan to meet regularly.

14. Have received several calls from Realtors who have investors looking to maybe come to Estill. Possible businesses but also possible roof tops.
15. The Town Attorney and I are reviewing the current franchises we have and exploring new franchise avenues as well as renewals if necessary.
16. The Verizon tower was rebuilt and they are waiting to pass inspection.
17. Still working with FEMA and the Cares Act people to see about reimbursements for other COVID related expenses this past month to see how and if we can be reimbursed. Current monies only reimburse for things up to 6/30/2020. If the legislature does not include a second round, we will not be compensated. I urge you to please contact the Legislators and lobby for a second round of Cares Act for COVID 19.
18. Reimbursement for the 25% not covered by FEMA in our application according to the State is automatic so we should be receiving that money soon.
19. Reimbursement from MASC on the Fire grant has been requested in the amount of \$2,000. A reimbursement request on the Public Works Grant will be forthcoming in the next few days and it is also \$2,000.
20. Reviewed 4 permits for zoning. These resulted in new business licenses for the Town as well as development fees collected.
21. The Engineers and I continue with talks with the USDA on the next sewer project which will concentrate on I&I issues as well as possibly refinancing our current debt to a lower interest rate. The savings from the refinancing could be substantial.
22. Bid Requests for the CDBG Demolition Grant for the Church Street are out.
23. We received one appeal on the CDBG Demolition Grant for the Morrison area and we are waiting to see if there are any more before I set up an Appeals Board meeting.
24. Continue to meet with Michelle Knight and we are moving forward on Phase III of the WWTP work.
25. Continue with monthly meetings to ensure communications are flowing with DHEC and The USDA in relation to the Utilities and our needs.
26. The website has been updated as time permits me to do so in several areas.
27. Continue to work on getting help with the Town's Comprehensive Plan or Future Land Use Map. Received a quote from Low County Council of Governments and it will cost us approximately \$25,000 to have them help us. I am looking at other alternatives as well.
28. Met with the SC Main Street Program and we may have a virtual meeting with the Council and the business owners to find out about the program and if it is something the Town wants to do.
29. Certified all DHEC submittals for the WWTP DMRS.



Town of Estill Agenda Item – B

August 2020 Financial Statements

Background:

Attachments: Reports

Recommendation: Acceptance as information only

Presented by: Caryn Miller, Town Administrator

From: Maia Pavlova <pmaia@mpaccountingsc.com>
Sent: Tuesday, October 6, 2020 2:18 PM
To: Caryn Miller; Edna O'Banner
Subject: September reports
Attachments: Income Statements 9-2020.pdf; Bank Accounts as of 9-30-2020.pdf

Attached are the income statements as of the end of September.
25% is the expected figure in the percentage column.

General Fund:

The Fund shows a deficit of \$178,203. You will notice that Insurance expense has reached its limit in all departments. The reason is the bill for the annual amount.

Line 48: **Admin Dues & Subscriptions** – as previously noted, the percentage here is high because of the \$2,500 annual fee for the GIS.

Line 73: **PD Training** – paid tuition for PD Chief training.

Line 103: **Municipal Court**, Court Expense - this category contains the portion of Court collections sent to the State. The expense reflects the higher collections from line 6.

O&M Fund:

The O&M Fund shows a surplus of \$62,300. The Prison water consumption has been reduced by 52% of normal. Since this will affect the Town's wealth, I included the balance as of 6/30/20 on the Bank Accounts schedule so you can monitor the trend in fluctuation of the Town's funds. Despite the reduced revenue, the O&M Fund is being able to maintain the monthly transfers to the reserve accounts (lines 71 and 72). Interruption of those transfers is recommended before the Town reaches the point of drawing funds from the FEMA loan. If this occurs, the Town should seek a waiver from the U.S. Bank (the trustee of the revenue bond) allowing the interruption of funding in the reserves.

Line 36: **Water Office Supplies** – the excessive percentage is due to the order of checks for the bank account which will be used for over a year.

Line 40: **Water Advertising** – the annual water quality report ad has been paid.

Refuse Fund:

The Refuse Fund shows a surplus of \$5,112.

Please feel free to address any questions with me.

Thanks,

Maia

Maia Pavlova, AP

MP Accounting, LLC

Summerville, SC

Tel: 843.376.4767 Fax: 888.283.2942

pmaia@mpaccountingsc.com

send secure messages and documents to

<https://www.encyro.com/mpaccounting>

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TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 09/30/2020
Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
REVENUES				
1 Non-Operating Grants	-	0%	653,240.00	653,240.00
2 Property Taxes	10,290.66	2%	444,153.00	433,862.34
3 Vehicle Taxes	10,931.37	24%	45,366.00	34,434.63
4 Business License	8,211.02	16%	50,760.00	42,548.98
5 MASC	-	0%	139,191.00	139,191.00
6 Court Fines	18,695.85	35%	54,000.00	35,304.15
7 City Ordinance Fines	-	0%	2,400.00	2,400.00
8 Victim Advocate Fines	1,249.38	38%	3,276.00	2,026.62
9 Traffic School Fees	-	0%	140.00	140.00
10 Aid to Subdivision	-	0%	50,786.00	50,786.00
11 LOST - Property	17,950.21	14%	131,060.00	113,109.79
12 LOST - Municipal	10,225.90	15%	66,250.00	56,024.10
13 Merchants Inventory Tax	3,729.96	25%	14,920.00	11,190.04
14 Accommodations Tax	-	0%	15,000.00	15,000.00
15 Franchise Fees	-	0%	137,600.00	137,600.00
16 Towing Fees	650.00	14%	4,560.00	3,910.00
17 Development Services Fee	600.00	**	-	(600.00)
20 Miscellaneous Income	385.08	10%	4,000.00	3,614.92
21 Donations Income	300.00	15%	2,000.00	1,700.00
22 Fax & Copy Machine Use Income	3.00	3%	108.00	105.00
23 Building Rental Income	850.00	9%	10,000.00	9,150.00
24 Short-Term Vendors	-	0%	2,000.00	2,000.00
25 Admission Fees Income	-	0%	300.00	300.00
26 Election Filing Fees	-	0%	300.00	300.00
27 Interest Income - Bank Accts	21.42	14%	150.00	128.58
TOTAL REVENUES	84,093.85	5%	1,831,560.00	1,747,466.15

TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 09/30/2020
Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
EXPENSES				
ADMINISTRATIVE				
28 Bonuses	-	0%	271.00	271.00
29 Payroll	7,549.98	24%	31,402.00	23,852.02
30 Payroll Tax - FICA	577.62	24%	2,423.00	1,845.38
31 Workers Compensation	238.75	24%	1,000.00	761.25
32 Retirement	1,225.12	24%	5,001.00	3,775.88
33 Contract Labor	-	0%	1,625.00	1,625.00
34 Supplies	157.82	5%	3,000.00	2,842.18
35 Insurance	10,584.92	126%	8,376.00	(2,208.92)
36 Fuel	134.30	3%	4,000.00	3,865.70
37 Administrative Fees	-	0%	25,000.00	25,000.00
38 Legal	5,767.81	22%	26,000.00	20,232.19
39 Audit Services	3,500.00	25%	14,100.00	10,600.00
40 Bookkeeping Services	2,304.00	25%	9,216.00	6,912.00
41 Other Professional Services	1,918.12	18%	10,923.00	9,004.88
42 Training and Workshops	-	0%	4,000.00	4,000.00
43 Telephone	2,241.88	22%	10,000.00	7,758.12
44 Per Diem - Employees	-	0%	2,759.00	2,759.00
45 Lodging	-	0%	12,000.00	12,000.00
46 Office Supplies	486.77	29%	1,700.00	1,213.23
47 Postage	757.03	29%	2,600.00	1,842.97
48 Dues and Subscriptions	2,735.60	41%	6,688.00	3,952.40
49 Advertising	293.17	15%	2,000.00	1,706.83
50 Dog Pound	1,248.00	25%	5,000.00	3,752.00
51 Bank Charges	5.99	2%	275.00	269.01
52 Beautification	-	0%	1,000.00	1,000.00
53 Econ. Development	3,067.64	1%	545,445.00	542,377.36
54 Donations	-	0%	600.00	600.00
55 Repairs and Maintenance	1,771.73	25%	7,200.00	5,428.27
56 Lease Maintenance	568.97	13%	4,400.00	3,831.03
57 Land Lease	-	0%	756.00	756.00
58 Meals for Staff	-	0%	800.00	800.00
59 Miscellaneous Expense	-	0%	1,000.00	1,000.00
TOTAL ADMINISTRATIVE	47,135.22	6%	750,560.00	703,424.78

TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 09/30/2020
Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
POLICE				
60 Bonuses	-	0%	487.00	487.00
61 Payroll	56,233.91	18%	311,189.00	254,955.09
62 Overtime	9,747.43	23%	41,648.00	31,900.57
63 Payroll Tax - FICA	4,659.58	19%	24,398.00	19,738.42
64 Workers Compensation	13,001.25	25%	51,630.00	38,628.75
65 Employee Insurance	12,755.40	31%	41,040.00	28,284.60
66 Retirement	11,194.56	17%	67,419.00	56,224.44
67 Contract Labor	-	0%	4,560.00	4,560.00
68 Utilities	370.02	22%	1,700.00	1,329.98
69 Supplies	243.40	6%	4,000.00	3,756.60
70 Uniforms	303.90	10%	3,000.00	2,696.10
71 Insurance	33,061.64	104%	31,936.00	(1,125.64)
72 Fuel	4,677.87	13%	35,000.00	30,322.13
73 Training and Workshops	795.00	53%	1,500.00	705.00
74 Inmate Housing	-	0%	2,000.00	2,000.00
75 Victim Advocate Expense	175.00	5%	3,276.00	3,101.00
76 Dispatching	7,536.11	23%	32,910.00	25,373.89
77 Telephone	5,130.78	22%	23,580.00	18,449.22
78 Per Diem - Employees	-	0%	2,000.00	2,000.00
79 Lodging	-	0%	2,000.00	2,000.00
80 Office Supplies	-	0%	500.00	500.00
81 Postage	-	0%	200.00	200.00
82 Dues and Subscriptions	236.50	5%	5,214.00	4,977.50
83 Bank Charges	9.28	13%	72.00	62.72
84 PD Equipment	-	0%	4,200.00	4,200.00
85 Equipment/Capital Improvements	-	0%	100,000.00	100,000.00
86 Repairs and Maintenance	2,620.33	9%	30,000.00	27,379.67
87 Lease Maintenance	152.04	6%	2,400.00	2,247.96
88 Meals for Staff	-	0%	275.00	275.00
89 Miscellaneous Expense	-	0%	1,000.00	1,000.00
90 Motorola Radios Lease	-	0%	6,526.00	6,526.00
91 PD Vehicles Loan	2,689.44	25%	10,758.00	8,068.56
TOTAL POLICE	165,593.44	20%	846,418.00	680,824.56

TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 09/30/2020
Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
MUNICIPAL COURT				
92 Bonuses	-	0%	108.00	108.00
93 Payroll	10,491.35	24%	44,611.00	34,119.65
94 Overtime	24.96	7%	346.00	321.04
95 Payroll Tax - FICA	783.47	23%	3,356.00	2,572.53
96 Workers Compensation	-	0%	309.00	309.00
97 Employee Insurance	7,067.00	31%	22,463.00	15,396.00
98 Retirement	1,684.12	23%	7,445.00	5,760.88
99 Insurance	406.00	423%	96.00	(310.00)
100 Fuel	-	0%	500.00	500.00
101 Other Professional Services	600.00	25%	2,400.00	1,800.00
102 Training and Workshops	-	0%	1,500.00	1,500.00
103 Court Expense	11,615.54	33%	35,100.00	23,484.46
104 Per Diem - Employees	-	0%	700.00	700.00
105 Lodging	-	0%	1,200.00	1,200.00
106 Office Supplies	-	0%	500.00	500.00
107 Postage	35.75	7%	500.00	464.25
108 Bank Fees	1.30	**	-	(1.30)
109 Dues and Subscriptions	-	0%	2,196.00	2,196.00
110 Equipment/Capital Improvements	-	0%	1,000.00	1,000.00
TOTAL MUNICIPAL COURT	32,709.49	26%	124,330.00	91,620.51
FIRE				
111 Bonuses	-	0%	5,654.00	5,654.00
112 Payroll	708.75	25%	2,835.00	2,126.25
113 Bonuses for Volunteer Firemen	-	0%	10,500.00	10,500.00
114 Payroll Tax - FICA	54.24	8%	649.00	594.76
115 Workers Compensation	1,080.25	25%	4,320.00	3,239.75
116 Retirement	115.00	25%	469.00	354.00
117 Supplies	-	0%	1,000.00	1,000.00
118 Uniforms	-	0%	5,700.00	5,700.00
119 Insurance	6,776.70	116%	5,859.00	(917.70)
120 Fuel	146.06	24%	600.00	453.94
121 Telephone	815.58	30%	2,700.00	1,884.42
122 Repairs and Maintenance	329.77	5%	6,000.00	5,670.23
123 Lease Maintenance	83.95	21%	400.00	316.05
TOTAL FIRE	10,110.30	22%	46,686.00	36,575.70

TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 09/30/2020
Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
FALL FESTIVAL				
124 Payroll	-	0%	1,400.00	1,400.00
125 Payroll Tax - FICA	-	0%	107.00	107.00
126 Fall Festival Expense	-	0%	8,000.00	8,000.00
TOTAL FALL FESTIVAL	-	0%	9,507.00	9,507.00
BUILDING and GROUNDS				
127 Utilities	3,417.81	20%	17,500.00	14,082.19
128 Utilities - Library	1,974.11	27%	7,200.00	5,225.89
129 Supplies	-	0%	200.00	200.00
130 Pest Control	337.00	20%	1,700.00	1,363.00
131 Repairs and Maintenance	1,019.00	13%	8,000.00	6,981.00
TOTAL BUILDING and GROUNDS	6,747.92	20%	34,600.00	27,852.08
TOTAL EXPENSES	<u>262,296.37</u>	<u>14%</u>	<u>1,812,101.00</u>	<u>1,549,804.63</u>
SURPLUS/(DEFICIT)	<u>(178,202.52)</u>		<u>19,459.00</u>	

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 INCOME STATEMENT FOR PERIOD ENDING 09/30/2020

Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
REVENUES				
1 Water Sales	162,227.25	19%	836,280.00	674,052.75
2 Sewer Sales	193,584.99	19%	1,030,200.00	836,615.01
3 Impact Fees	-	0%	600.00	600.00
4 Reconnect Fees	2,080.00	35%	6,000.00	3,920.00
5 Account Establishment Fees	75.00	42%	180.00	105.00
6 Penalties	6,667.32	24%	27,997.00	21,329.68
7 Returned Check Fee	35.00	17%	210.00	175.00
8 Land Rental Income	1,815.00	13%	14,510.00	12,695.00
9 Miscellaneous Income	16.92	**	-	(16.92)
10 Interest Income - Bank Accts	9.82	14%	70.00	60.18
11 Interest Income - Other Investment	0.99	0%	2,000.00	1,999.01
TOTAL REVENUES	366,512.29	19%	1,918,047.00	1,551,534.71
EXPENSES				
WATER & WASTEWATER				
12 Bonuses	-	0%	596.00	596.00
13 Payroll	92,748.12	23%	396,791.00	304,042.88
14 Overtime	774.95	19%	4,143.00	3,368.05
15 Payroll Tax - FICA	6,811.93	23%	29,472.00	22,660.07
16 Workers Compensation	5,703.25	22%	25,367.00	19,663.75
17 Employee Insurance	12,652.54	37%	34,398.00	21,745.46
18 Retirement	14,354.87	22%	66,395.00	52,040.13
19 Contract Labor	-	0%	18,000.00	18,000.00
20 Utilities	16,598.52	15%	114,000.00	97,401.48
21 Supplies	1,911.80	13%	15,000.00	13,088.20
22 Uniforms	2,936.18	25%	11,800.00	8,863.82
23 Chemicals	2,157.27	13%	16,000.00	13,842.73
24 Lab. Analysis	1,810.00	8%	21,708.00	19,898.00
25 Insurance	28,726.69	103%	27,796.00	(930.69)
26 Fuel	1,959.21	12%	16,000.00	14,040.79
27 Legal	4,450.17	26%	17,200.00	12,749.83
28 Audit Services	3,500.00	29%	12,000.00	8,500.00
29 Bookkeeping Services	2,304.00	25%	9,216.00	6,912.00
30 Consulting - WWTP	11,400.00	17%	68,400.00	57,000.00
31 Other Professional Services	2,882.50	29%	10,091.00	7,208.50

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 INCOME STATEMENT FOR PERIOD ENDING 09/30/2020

Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
32 Training and Workshops	-	0%	1,000.00	1,000.00
33 Telephone	2,369.98	22%	11,000.00	8,630.02
34 Per Diem - Employees	-	0%	500.00	500.00
35 Lodging	-	0%	500.00	500.00
36 Office Supplies	580.62	34%	1,700.00	1,119.38
37 Postage	738.15	23%	3,180.00	2,441.85
38 DHEC Permits	3,102.50	22%	14,410.00	11,307.50
39 Dues and Subscriptions	9.05	0%	1,854.00	1,844.95
40 Advertising	1,741.15	116%	1,500.00	(241.15)
41 Bank Charges	46.02	7%	700.00	653.98
42 Equipment/Capital Improvements	-	0%	63,000.00	63,000.00
43 Engineering	-	0%	30,000.00	30,000.00
44 Safety	-	0%	2,000.00	2,000.00
45 Repairs and Maintenance	35,480.07	20%	181,728.00	146,247.93
46 Lease Maintenance	590.44	13%	4,400.00	3,809.56
47 Equipment Rental	-	0%	500.00	500.00
48 Miscellaneous Expense	700.00	23%	3,000.00	2,300.00
49 Interest on Debt	134.11	0%	77,006.00	76,871.89
50 Revenue Bond Principal	-	0%	250,000.00	250,000.00
51 2014 Backhoe Loader Principal	2,548.37	25%	10,352.00	7,803.63
TOTAL WATER & WASTEWATER	261,722.46	17%	1,572,703.00	1,310,980.54
STREETS				
52 Bonuses	-	0%	108.00	108.00
53 Payroll	10,985.59	24%	45,864.00	34,878.41
54 Overtime	219.34	48%	459.00	239.66
55 Payroll Fall Festival	-	0%	500.00	500.00
56 Payroll Tax - FICA	689.42	25%	2,784.00	2,094.58
57 Workers Compensation	2,327.50	37%	6,349.00	4,021.50
58 Employee Insurance	4,087.12	40%	10,208.00	6,120.88
59 Retirement	1,734.51	23%	7,671.00	5,936.49
60 Street Lights - Utilities	10,559.30	16%	64,404.00	53,844.70
61 Street Signs - Utilities	185.78	13%	1,380.00	1,194.22
62 Supplies	285.74	11%	2,500.00	2,214.26
63 Chemicals	-	0%	1,000.00	1,000.00
64 Insurance	6,568.23	105%	6,229.00	(339.23)
65 Fuel	2,346.52	18%	13,000.00	10,653.48
66 Equipment/Capital Improvements	-	0%	3,990.00	3,990.00
67 Repairs and Maintenance	2,500.98	12%	21,000.00	18,499.02

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 INCOME STATEMENT FOR PERIOD ENDING 09/30/2020

Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
68 Equipment Rental	-	0%	2,000.00	2,000.00
69 Miscellaneous Expense	-	0%	1,000.00	1,000.00
70 Decorations	-	0%	2,000.00	2,000.00
TOTAL STREETS	42,490.03	22%	192,446.00	149,955.97
TOTAL EXPENSES	304,212.49	17%	1,765,149.00	1,460,936.51
SURPLUS/(DEFICIT)	62,299.80		152,898.00	
DEBT SERVICE FUNDS				
71 Depreciation Account	12,000.00	33%	36,000.00	
72 Contingency Account	19,200.00	33%	57,600.00	
	31,200.00	33%	93,600.00	

TOWN OF ESTILL
 REFUSE FUND
 INCOME STATEMENT FOR PERIOD ENDING 09/30/2020
 Expected percentage 25%

	<u>SEP YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
REVENUES				
1 Sanitation Collections	28,985.50	25%	117,720.00	88,734.50
2 Interest Income - Bank Accts	2.98	10%	30.00	27.02
TOTAL REVENUES	28,988.48	25%	117,750.00	88,761.52
EXPENSES				
3 Refuse Disposal	20,349.35	24%	83,351.00	63,001.65
4 Yard Waste Disposal	686.88	19%	3,600.00	2,913.12
5 Insurance	679.00	50%	1,349.00	670.00
6 Fuel	-	0%	500.00	500.00
7 Audit Services	1,000.00	33%	3,000.00	2,000.00
8 Bookkeeping Services	1,152.00	25%	4,608.00	3,456.00
9 Bank Charges	8.84	18%	50.00	41.16
10 Repairs and Maintenance	-	0%	5,000.00	5,000.00
11 Miscellaneous Expense	-	0%	3,000.00	3,000.00
TOTAL EXPENSES	23,876.07	23%	104,458.00	80,581.93
 SURPLUS/(DEFICIT)	 <u>5,112.41</u>		 <u>13,292.00</u>	
 RESERVE FUNDS				
12 Contingency Account	2,100.00	25%	8,400.00	
	2,100.00	25%	8,400.00	



Town of Estill Agenda Item – C

Approval of Emergency Ordinance 16-2020 Extend COVID-19 Related Measures.

Background: Emergency Ordinance 15-2020 expired on the 9th of October. This Ordinance extends the State of Emergency for COVID-19 for an additional 60 days.

Attachments: Ordinance

Recommendation: Approval of Emergency Ordinance 16-2020 Extend COVID-19 Related Measures.

Presented by: Caryn Miller, Town Administrator

STATE OF SOUTH CAROLINA) AN EMERGENCY ORDINANCE TO
) TEMPORARILY SUSPEND THE NORMAL
) OPERATING PROCEDURES OF ESTILL TOWN
) COUNCIL MEETINGS AND TO AUTHORIZE
) THE ESTILL TOWN ADMINISTRATOR TO
COUNTY OF HAMPTON) DEVELOP AND ENACT A PLAN IN ORDER TO
) ENSURE CONTINUITY IN THE DELIVERY OF
) GOVERNMENT SERVICES IN LIGHT OF THE
) COVID-19 OUTBREAK; AND MATTERS
) RELATED THERETO
TOWN OF ESTILL)

WHEREAS, the number of newly reported COVID-19 cases remain constant, Council has determined that the same public health concern that required extraordinary protective measures and vigilance that led to the adoption of Ordinance 04-2020 and 09-2020 and Ordinance 15-2020 ; and

WHEREAS, Section 5-7-250 of the South Carolina Code of Laws empowers Council to enact emergency ordinances affecting life, health, or safety; and

WHEREAS, in light of the foregoing, Estill Town Council deems it proper and necessary to adopt this emergency ordinance in order to: (a) temporarily suspend the normal operating procedures of Estill Town Council; (b) to authorize the Estill Town Administrator to develop and enact a plan in order to ensure continuity in the delivery of government services in light of the COVID-19 outbreak; and (c) authorize the Town of Estill Town Administrator to revoke special events permits for a temporary period;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Municipality of Estill, in Council assembled, that:

1. The Town of Estill temporarily suspends the normal operating procedures of Town Council meetings and hereby allows for the Mayor and Councilmembers to remotely

participate in voting and operational procedures by telephone or other means of electronic communication provided that the provisions of the South Carolina Freedom of Information Act are complied with.

2. All deadlines imposed by Town Ordinance, applicable to the municipality or applicant, shall be suspended, during this temporary period.
3. The Town Administrator is authorized to develop and enact a plan in order to ensure continuity in the delivery of government services in light of the COVID-19 outbreak.
4. The Town Administrator is authorized to cancel and revoke any special events permits issued prior to the date of this ordinance for events taking place for 60 days after this ordinance is enacted.
5. This emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance, whichever date is earlier.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF October, 2020.

Corrin Bowers, Mayor

ATTEST:

Clerk of Council

APPROVED AS TO FORM:

J. Martin Harvey, Town Attorney
Introduced: October 14, 2020
Final Reading: October 14, 2020



Town of Estill Agenda Item – D

Approval of Resolution 2020-11 To Set Fees for Towing and Impounding of Vehicles

Background: If Council approved the Second and Final Reading of Ordinance 13-2020 tonight, this Resolution establishes the storage rates.

Attachments: Resolution

Recommendation: Approval of Resolution 2020-11 To Set Fees for Towing and Impounding of Vehicles

Presented by: Caryn Miller, Town Administrator



Town of Estill Agenda Item – E

Approve contract with Alliance Consulting Engineers for the Sewer Study.

Background: We received a 100% Principal forgiveness loan through SRF to do a Sewer Study like we did for the Water. We have received approval to go ahead and do the Contract with our Engineers so they can get started.

Attachments: Contract and back up

Recommendation: Approval of the Contract with Alliance Consulting Engineers for the Sewer Study and allow Mayor to execute it.

Presented by: Caryn Miller, Town Administrator



April 22, 2020
(revised September 25, 2020)

Honorable Corrin F. Bowers, Mayor
Town of Estill
Post Office Box 4150
Estill, South Carolina 29918

RE: Professional Engineering Services for a
Wastewater System Evaluation and Planning
Study for the Town of Estill,
Hampton County, South Carolina
Proposal Number: P20061-B

Dear Mayor Bowers,

Thank you for giving Alliance Consulting Engineers, Inc. the opportunity to present this proposal to provide Professional Engineering Services for a Wastewater System Evaluation and Planning Study for the Town of Estill. Alliance Consulting Engineers, Inc. is pleased to have assisted the Town of Estill with improvements to its Wastewater Treatment Plant (WWTP) and Land Application System (LAS), Water System Planning Study and a Phase 1 Water System Improvements Project on Second Street, Lawton Avenue and Church Street. Alliance Consulting Engineers, Inc. also assisted the Town of Estill in obtaining South Carolina Rural Infrastructure Authority (SCRIA) Grant funding for the amount of \$500,000 and Community Development Block Grant (CDBG) funding for the amount of \$750,000 for these projects. It is Alliance Consulting Engineers, Inc.'s understanding that the Town of Estill wishes to conduct a Wastewater System Evaluation and Planning Study, similar to the Water System Planning Study that Alliance Consulting Engineers, Inc. completed, that will assist the Town of Estill's assessment of the condition of its Wastewater Collection and Conveyance System. The Wastewater System Evaluation and Planning Study will identify and prioritize necessary improvements and will include Preliminary Cost Estimates which will allow Alliance Consulting Engineers, Inc. to assist the Town of Estill to pursue further grant and funding opportunities.

Alliance Consulting Engineers, Inc. has completed Wastewater Studies for the Hilton Head Public Service District (PSD) in Beaufort County, Renewable Water Resources (ReWa) in Greenville County, the Gaffney Board of Public Works (GBPW) in Cherokee County, the Town of Williamston in Anderson County, the Town of Holly Hill and the Town of Bowman in Orangeburg County, Bamberg County, Chesterfield County,

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Alliance Consulting Engineers, Inc.
23 Plantation Park Drive, Suite 204 Bluffton, SC 29910-6072 Phone 843 757-5959 Fax 843 757-6659 www.allianceCE.com

Bluffton, SC | Charleston, SC | Charlotte, NC | Columbia, SC | Greenville, SC

Clarendon County, and Saluda County. This experience, combined with Alliance Consulting Engineers, Inc.'s experience and familiarity with providing Professional Engineering Services to the Town of Estill, and the proximity of our Lowcountry Regional Office in Bluffton, Beaufort County and our Charleston Regional Office in Berkeley County, makes Alliance Consulting Engineers, Inc. uniquely qualified to provide these Professional Engineering Services to the Town of Estill.

Alliance Consulting Engineers, Inc. will provide the following services for the Wastewater System Evaluation and Planning Study for the Town of Estill:

- Wastewater System Data Collection and Review
- Wastewater System Mapping
- Wastewater System Physical Inspection and Inflow & Infiltration (I&I) Smoke Testing
- Wastewater System Report Preparation, including Detailed Preliminary Cost Opinions, Priorities, Schedules, Funding Opportunities, and Presentation

Each of the aforementioned tasks is outlined in the following Scope of Services.

I. SCOPE OF SERVICES

1. Wastewater System Data Collection and Review

Alliance Consulting Engineers, Inc. personnel will obtain copies of Wastewater System Maps, Wastewater System Testing and Reports, Wastewater Flow Reports, and other applicable reports from the Town of Estill, the South Carolina Department of Health and Environmental Control (SCDHEC), and the Environmental Protection Agency (EPA). Alliance Consulting Engineers, Inc. will utilize the data and results obtained from the records review, as well as interviews with Town of Estill operational staff, to identify potential weak points of the wastewater system, areas where additional testing may be needed, and data gaps in the wastewater system. The records review will include maps, reports, testing data, and flow data from the Town of Estill's gravity collection lines, pump stations, and force mains.

This Scope of Services Proposal does not include Wastewater Collection Closed-Circuit Television (CCTV) Inspection. Based on Alliance Consulting Engineers, Inc.'s previous experience with this testing, Alliance Consulting Engineers, Inc. estimates CCTV Inspection and Pipeline Assessment, meeting Pipeline Assessment Certification Program (PACP) standards, would cost approximately \$3 to \$4 per linear foot (LF). Alliance Consulting Engineers, Inc. estimates that the Town of Estill has approximately 100,000 Linear Feet (LF) of wastewater line as a part of its Collection and Conveyance System. Therefore, CCTV Inspections could potentially cost approximately \$300,000 to \$400,000. Following the completion of the Wastewater System Evaluation and Planning Study, Alliance Consulting Engineers, Inc. will be able to provide a more accurate estimate based on the findings of the Study. In addition, Alliance Consulting Engineers, Inc. will make

recommendations of specific areas that may need the inspections and assessment, which will reduce the total length of lines inspected, and reduce overall cost. In addition, this proposal does not include a detailed assessment of the Town of Estill's Wastewater Rates or Financial Revenues and Expenses. Should the Town of Estill request these services, Alliance Consulting Engineers, Inc. can provide a proposal at that time.

2. Wastewater System Mapping

Alliance Consulting Engineers, Inc. personnel will utilize mapping obtained from the records review, including Wastewater System Maps of the current collection system and Record Drawings of the pump stations to prepare an overall Wastewater System Map. Alliance Consulting Engineers, Inc. personnel will meet with the Town of Estill Wastewater System personnel to verify that the wastewater lines and the pump stations have been correctly located. Once this information has been confirmed, Alliance Consulting Engineers, Inc. personnel will prepare a Wastewater System Map utilizing ArcGIS. This map can be utilized to identify potential bottle necks in the system, target areas that need line replacement, and identify areas for potential growth. In addition, the Wastewater System Map will be able to be easily updated as wastewater infrastructure is constructed, repaired, and replaced. It is Alliance Consulting Engineers, Inc.'s understanding that sufficient data to prepare a Model of the Wastewater System, such as wastewater line depths and manhole inverts are not currently available. Should the Town of Estill request these services, Alliance Consulting Engineers, Inc. can provide a proposal at that time.

3. Wastewater System Physical Inspection and Inflow & Infiltration (I&I) Smoke Testing

Alliance Consulting Engineers, Inc. will conduct a Physical Inspection of manholes within the Town of Estill wastewater collection system. In addition, Alliance Consulting Engineers, Inc. will also perform Smoke Testing on the gravity wastewater lines in conjunction with the inspection of each manhole to identify inflow sources. Smoke Testing consists of smoke being blown into the wastewater line through the manhole. The smoke travels the path of least resistance and will be observed at sites that allow surface water inflow. Based on the results of the Physical Inspection and Smoke Testing, Alliance Consulting Engineers, Inc. will prepare Manhole Inspection Reports which will record the manhole depth, type of construction, type and size of pipes joining the manhole, structural condition, amount of sediment, root growth, weeping water, evidence of surcharge, presence of grease, and recommended cleaning procedures for that pipe segment.

This Physical Inspection and Smoke Testing will supplement the Inspection and Smoke Testing previously performed by the Town's Contract Operator, EA Services, Inc., back in 2014, in response to the South Carolina Department of Health and Environmental Control (SCDHEC) Consent Order.

4. Wastewater System Report Preparation, including Detailed Preliminary Cost Opinions, Priorities, Schedules, Funding Opportunities, and Presentation

Alliance Consulting Engineers, Inc. will compile data obtained from the Wastewater System Data Collection and Review, utilize the Wastewater System Mapping, and utilize the data obtained in the Wastewater System Physical Inspection and Inflow & Infiltration (I&I) Smoke Testing in order to prepare a Wastewater System Report. The Wastewater System Report will include an overview of the system, a review of the condition of the system, and a list of issues identified within the system. In addition, the Wastewater System Report will recommend reports, testing, repairs, and evaluations that are proposed to alleviate the identified problems or further characterize existing problems. Alliance Consulting Engineers, Inc. will prioritize these recommended tasks, from the most critical to the least critical, and will provide Preliminary Cost Opinions for each recommended task. These Preliminary Cost Opinions will allow Alliance Consulting Engineers, Inc. to recommend future improvements and identify potential grant funding opportunities. Alliance Consulting Engineers, Inc. will present the findings of the Wastewater System Evaluation and Planning Study to the Town of Estill.

II. COMPENSATION

The following section outlines the compensation for the aforementioned tasks based on our understanding of the project:

1. Wastewater System Data Collection and Review	\$ 12,000
2. Wastewater System Mapping	\$ 8,000
3. Wastewater System Physical Inspection and Inflow & Infiltration (I&I) Smoke Testing.....	\$ 32,000
4. Wastewater System Report Preparation, including Detailed Preliminary Cost Opinions, Priorities, Schedules, Funding Opportunities, and Presentation	\$ 12,000
	Total Fee: \$ 64,000

III. PROJECT SCHEDULE

Alliance Consulting Engineers, Inc. anticipates being able to commence services within one (1) week after receipt of the signed Notice to Proceed. The Wastewater System Data Collection and Review can be completed within thirty (30) days. The Wastewater System Mapping, Physical Inspection and I&I Smoke Testing can be completed within forty-five (45) to sixty (60) days. The Wastewater System Report can be completed within thirty (30) days following the completion of the Wastewater System Data Collection Review, Mapping, Physical Inspection, and I&I Smoke Testing. This proposal is valid for a period of fifteen (15) days from the date of this letter.

Honorable Corrin F. Bowers, Mayor
Town of Estill

April 22, 2020 (*revised September 25, 2020*) – Page 5 of 5

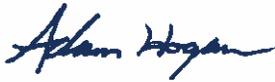
We appreciate you giving Alliance Consulting Engineers, Inc. the opportunity to provide this proposal for Professional Engineering Services for a Wastewater System Evaluation and Planning Study and look forward to continuing to provide services to the Town of Estill. Should you have any questions or comments, please do not hesitate to contact us at (864) 284-1740.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Approved By,

TOWN OF ESTILL



Adam Hogan, PE, LEED Green Associate
Senior Project Manager

Honorable Corrin F. Bowers
Mayor

cc: Ms. Caryn Miller, MPA, Town of Estill
Mr. Deepal S. Eliatamby, PE, SCCED, Alliance Consulting Engineers, Inc.
Mr. William B. "Bret" Godwin, PE, LEED GA, Alliance Consulting Engineers, Inc.

TOWN OF ESTILL
PROFESSIONAL ENGINEERING SERVICES FOR A
WASTEWATER SYSTEM EVALUATION AND PLANNING STUDY
IN THE TOWN OF ESTILL
NOTICE TO PROCEED FOR PROFESSIONAL SERVICES
PROJECT NO. P20061-B
DATED: September 29, 2020

In accordance with Paragraph 1.1 of the Master Agreement between Owner and Engineer for Professional Services dated November 1, 2014 ("Agreement"), Owner and Engineer agree as follows:

Description of Project: Professional Engineering Services for a Wastewater System Evaluation and Planning Study in the Town of Estill, Hampton County, South Carolina.

Services of Engineer: Applicable Article 2 – Basic Services and Article 3 – Additional Services paragraphs – either by reference or in their entirety in accordance with Proposal No. P20061-B dated April 22, 2020 and revised September 25, 2020.

Owner's Responsibilities: Applicable Article 4 – Responsibilities of Owner paragraphs – either by reference or in their entirety in accordance with Proposal No. P20061-B dated April 22, 2020 and revised September 25, 2020.

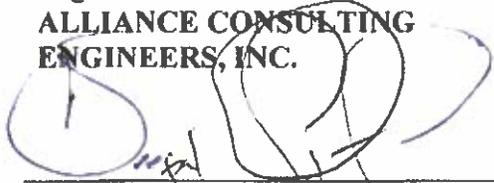
Estimated Time Schedule: Services shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer in accordance with Proposal No. P20061-B dated April 22, 2020 and revised September 25, 2020.

Cost of Services: The method of payment shall be in accordance with Article 5 – Payment of Services of the Master Agreement (dated November 1, 2014). Paragraph B will apply. The total value of this Notice to Proceed shall not exceed Sixty Four Thousand Dollars (\$64,000) without additional authorization.

Agreed as to Scope of Services, Time Schedule, and Budget:

Owner:
TOWN OF ESTILL

Engineer:
**ALLIANCE CONSULTING
ENGINEERS, INC.**



BY: Honorable Corrin F. Bowers

BY: Deepal S. Eliatamby, P.E.

Mayor
TITLE

President
TITLE

DATE

DATE

9/29/20

WITNESS

WITNESS



From: Gorman, Chuck <GORMANCM@dhec.sc.gov>
Sent: Wednesday, September 23, 2020 12:19 PM
To: Adam R. Hogan <ahogan@alliancece.com>; cmiller323townofestill@gmail.com
Cc: Lasalle, Lynne I. <LASALLLI@dhec.sc.gov>; corrinbowers@gmail.com; nhebert@ria.sc.gov
Subject: Re: 2021 SRF Project Information Request

All,
Sorry for the confusion. This is a study only project with no construction so much of my earlier email doesn't apply to this project.

The town can move ahead with signing a loan agreement with their engineer. Also, we can do the Loan Assistance Agreement at the start of the project instead of waiting for the selection of a construction contractor.

As I mentioned in the earlier email, we will be assigning project managers for this and other FY 2020 projects next week. The SRF project manager will assist the town and their consultant work through the SRF process. Staff with SCRIA will draft the Loan Assistance Agreement and assist the town with getting a resolution drafted for the town to sign to accept the principal forgiveness loan.

The end product of the study will be an engineering report. The content of the engineering report is outlined in the attached document.

Again, if you have questions, please contact me or Lynne Lasalle.
Regards,
Chuck Gorman

Charles Gorman, P.G, Director
State Revolving Fund Program
S.C. Dept. of Health & Environmental Control
Office: (803) 898-3993
Connect: www.scdhec.gov [Facebook](#) [Twitter](#)



From: Gorman, Chuck <GORMANCM@dhec.sc.gov>
Sent: Wednesday, September 23, 2020 11:17 AM
To: Adam R. Hogan <ahogan@alliancece.com>; cmiller323townofestill@gmail.com
<cmiller323townofestill@gmail.com>
Cc: Lasalle, Lynne I. <LASALLLI@dhec.sc.gov>; corrinbowers@gmail.com <corrinbowers@gmail.com>;

STUDIES – ENGINEERING REPORT (NO CONSTRUCTION)

- General information about system and purpose of study
- Study Methods
- Study Findings (summary tables, distribution system maps showing areas needing work, etc.)
- Recommendations based on findings (if significant work needed, separate work into phases)
- Cost estimate(s) to complete recommended work – will inform future planning and funding efforts (give a cost estimate for each phase of work, as appropriate)



Town of Estill Agenda Item – F

Helping Hand Center Information.

Background: The Organization wanted you and the public to know who they are and what they are doing for residents in the Town. They have built some handicapped ramps for several people in Town and helped others in other ways. They are completely funded by donations.

Attachments: Letter and information

Recommendation: None

Presented by: Caryn Miller, Town Administrator

BOARD MEMBERS

Elzena Edwards
Verna Garvin
Rev. Cynthia Johnson
Jacqueline Murdaugh
Jimmie Lawrence
Tamika Shiggs
Nancy Morgan Ex-Officio



Supporting Our Citizens ... Changing Lives ... One Hand At A Time ...

NANCY E. MORGAN, EXECUTIVE DIRECTOR

nancy.morgan73@yahoo.com

1263 Cohen Road
Pineland, SC 29934

P. O. Box 120
Tillman, SC 29943



September 22, 2020

Dear Estill Town Council,

We're grateful for the opportunity to share our mission with you. HHC is a 501 c 3 organization that was born out of a deep passion for serving the elderly citizens of Jasper and Hampton Counties. HHC addresses critical needs in areas of health, nutrition, and safety.

However, the need for these services is rapidly growing as many of the elderly are living in unsafe and unhealthy environments and without having their basic needs met. Most of them have worked tirelessly, admirably serving their community for decades, yet in their senior years many are forgotten by their communities, churches, and yes even their families. HHC has risen to the challenge and responded to the needs and is making a difference in the lives of those we serve. These are the folks that have taught us, cared for us, fought for us, and now they are counting on us. We firmly believe that our community is made incredibly stronger when many helping hands and hearts join together to address and help overcome the issues and barriers that challenges us both individually and collectively.

HHC is supported solely through local grants, awards, philanthropic giving, and fundraisers. We ask that you would please give much thought to the work and mission of HHC and find us worthy of your financial support or you may want to donate items such as Ensure/Boost Supplement Drinks. These Supplement Drinks are given to the elderly/ ill citizens of the community.

We've Done A Lot, But with Your Help, We Can Do So Much More...For So Many More

Kind regards,


Nancy E. Morgan

BOARD MEMBERS

Elzena Edwards
Verna Garvin
Rev. Cynthia Johnson
Jimmie Lawrence
Nancy Morgan
Jacqueline Murdaugh



Supporting Our Citizens ... Changing Lives ... One Hand At A Time ...

NANCY MORGAN, EXECUTIVE DIRECTOR
nancy.morgan73@yahoo.com

1263 Cohen Road
Pineland, SC 29934

P. O. Box 120
Tillman, SC 29943

843.726.2167

Our Mission: To improve the quality of life for senior and disabled citizens of Jasper and Hampton Counties by providing health, nutrition, and home safety services.



HELPING HAND CENTER, INC. (HHC) was first envisioned in 2009 by founding and current Executive Director, Nancy E. Morgan. The organization began largely in response to families experiencing hardship as a result of long-term fixed/low income, which was further compounded by the country's 2007 economic decline. HHC initially served as a conduit for linking families to financial, medical, and other resources they needed. A support group was formed and served as a social networking opportunity for women. This group soon developed a deep passion for helping children, families, and the elderly to overcome life challenges and improving their overall quality of life by providing health, financial, and socially supportive services. While continuing to provide support to children and families, HHC has found its niche and currently serves the elderly and disabled citizens of Jasper and Hampton Counties. Critical needs like health, nutrition, and safety will be address through our senior/disabled program.

HEALTH AND WELLNESS SERVICES:

- Monthly Health Monitoring
- Supplement Meals (Ensure/Boost/ Glucerna)
- Incontinence Supplies
- Senior Advocate

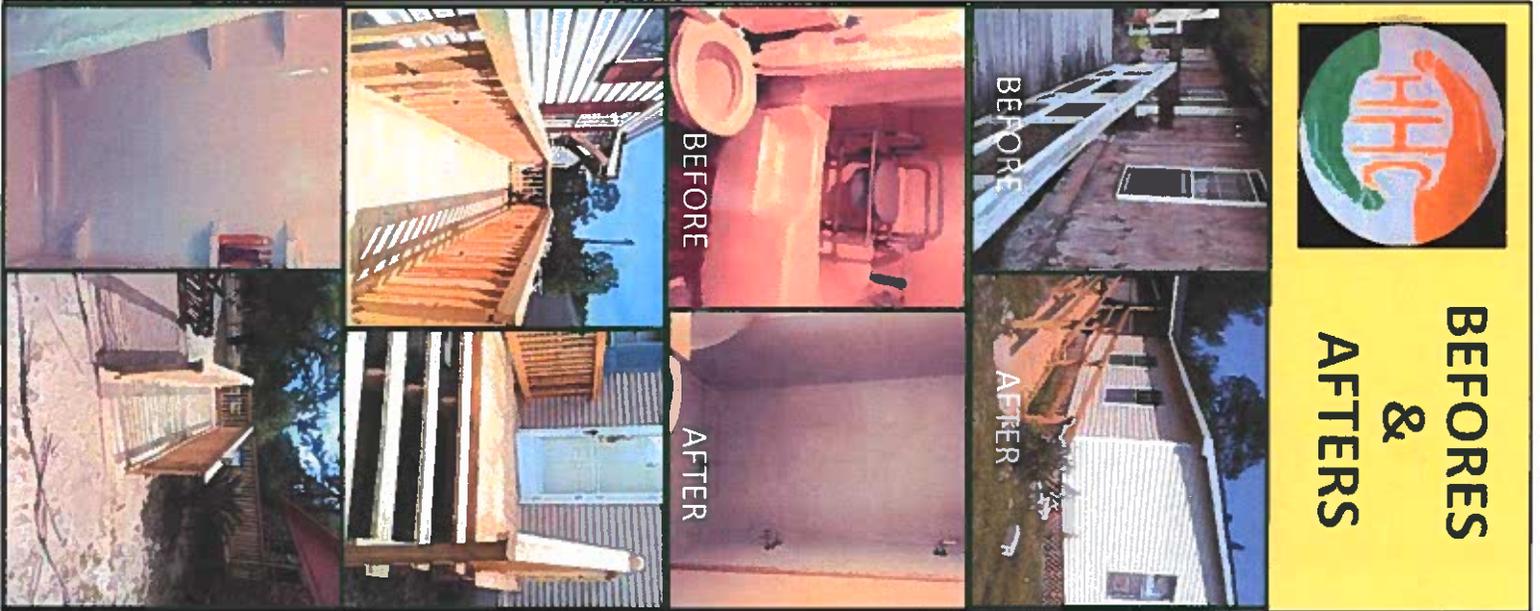
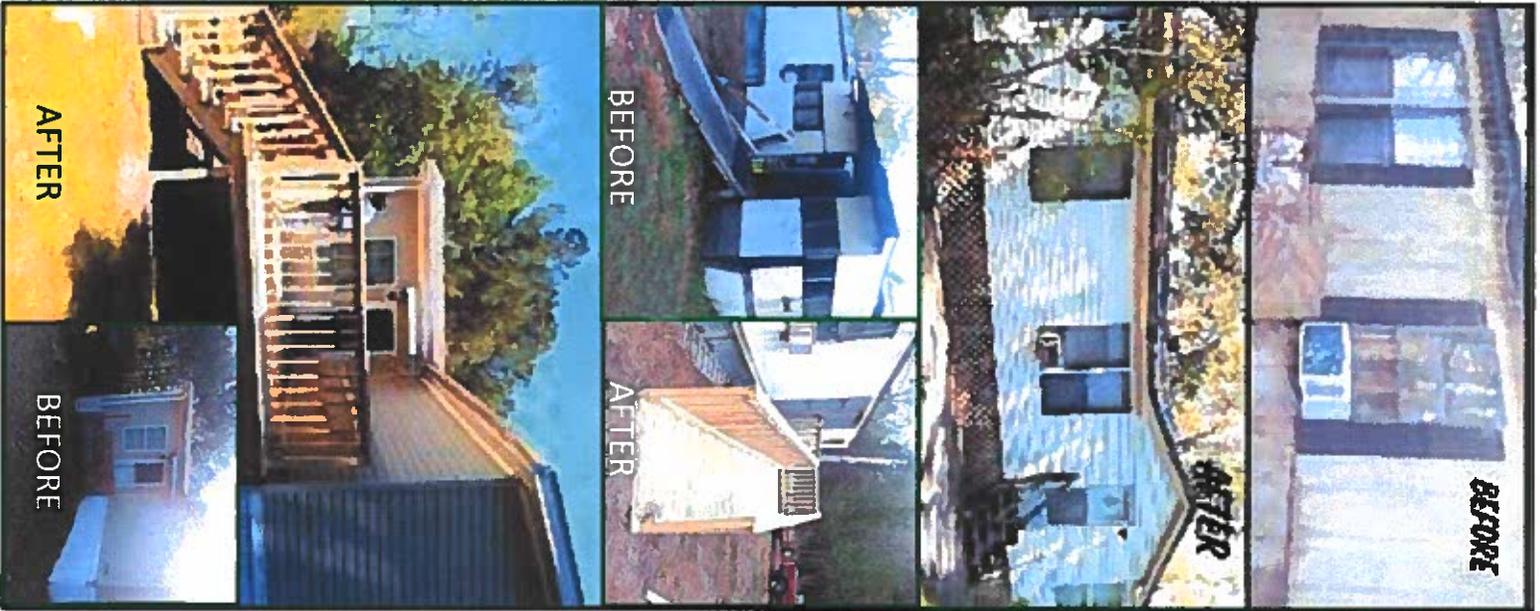
HOME SAFETY SERVICES:

- Roofs
- Floors
- Handicap Ramps
- Steps/Porch/Hand Rails
- Handicap Accessible Bathroom

HHC is a 501© 3 non-profit organization that was born out of a deep passion for serving the most underserved and vulnerable citizens of our community. We are fully in tune to the challenges that many of our elderly citizens face on a daily basis, as they struggle to manage limited income and resources and are frequently forced to choose between basic life necessities such as purchasing food versus much needed medicine. We strongly believe that our community is made incredibly stronger when many Helping Hands and Hearts are joined together to address and help overcome the issues and barriers that challenge us both individually and collectively. HHC is supported solely through local grants, awards, philanthropic giving, and fundraisers. Yes, we've done a lot, but with your help we can do so much more; please give much thought to the work and mission of HHC and find us worthy of your support!

Please follow us on Facebook: ***helpinghandcenterpinelandsc***





**BEFORES
&
AFTERS**

HELPING HAND CENTER, INC., a 501 (c) (3) organization was birth (2012) out of a deep passion for serving the elderly citizens of Jasper and Hampton Counties. HHC addresses critical needs in area of health, nutrition, and safety. Many of our elderly citizens are living in unsafe and unhealthy environment. Most of them have worked tirelessly, admirably serving their community for decades, yet in the senior years they are forgotten. These are the folks that have taught us, cared for us, fought for us, and now they are depending on us. HHC has risen to the challenge and responded to the needs and is making a difference in the lives of those we serve.

TESTIMONIES

After 15 years of asking for help someone finally came down our road to help us. That someone was Helping Hand Center. We now have a beautiful silver roof. No more buckets and towels after a rainy day to catch the water from all the roof leaks, and no more cold drafts on a windy day! Ms. Morgan and Mr. Joe, thank you for your kindness and help, staying in touch during the entire journey. It meant the world to us. Thank you Jesus for sending HHC to replace our rotten roof. Our prayers were answered. Nora

I am forever grateful to HHC for helping me during a critical time. My mom's health was failing, and she needed to move in with me. However, she was wheel-chair bound. I reached out to HHC, and they provided a ramp and I moved my

mom in and cared for her until her demise several months later. I'm grateful for that special time with my mom. Shirley

My mother had a stroke and couldn't walk. I was concerned about getting a ramp for my mom before her release from rehab. I am forever grateful to HHC for building a ramp for my mom 2 days before she came home. This act of kindness will go a long way. Again, THANK YOU! Roslyn

My 8 years old daughter was born with a birth defect; and was in desperate need of an accessible bathroom. I was referred to HHC by LCCOG. Ms. Morgan said they weren't able to help. After several months she called back and said that HHC was now able to help. My daughter now has a complete handicap accessible bath with grab bars, shower, commode, sink, and dressing table. Sallie

After several years of trying to find help for my mom, I reached out to HHC. They said the job was a bit too much for their budget. But after a year, they called and said they could help. They came in and replaced several rotten floors, laid new floor covering, repaired lighting in 3 rooms, painted, power-washed the home, and installed a new commode and front door. My mom's cup was running over with joy!!! Virginia

My husband was very ill. During a wet season EMS services weren't able to come into our yard. Therefore, I had to push him by wheelchair to the end of the drive-way to board the transportation vehicles for dialysis and emergency trips. HHC heard of our problem and was able to resolve it.

Amazing group of people, always there when needed! Doretha

HHC restored the front steps to our home and installed grab bars in our bathrooms. These may seem to be small things, but these projects have made a huge difference in our lives and our safety as senior citizens. We were treated with kindness and compassion. HHC is a valuable asset to our community. Bill

I was in dire need of a new roof, and didn't know where to turn. HHC heard about my situation and came to my rescue. They made it possible for me to get my new roof, replaced the rotten facial boards and repaired ceilings that had fallen in due to the terrible leaks. I praise God for my miracle through HHC! Mae



Changing Lives ...

One Hand At A Time ...

Nancy.morgan73@yahoo.com
843.726.2167 OFFICE
843.540.9371 CELL



Town of Estill Agenda Item – G

Approval of Resolution 2020-12 SRF Loan and Loan Agreement

Background: The Town received an SRF Loan with 100% principal forgiveness in the amount of \$64,000.00. This is the required Resolution and Agreement that corresponds to the project. We will be doing a Sewer Study and 5 year Plan like we did for the Water a few years ago. This is funding at 100% and there is no cost to the Town.

Attachments: Resolution and Agreement

Recommendation: Approval of Resolution 2020-12 and Approval of the Mayor to execute the documents.

Presented by: Caryn Miller, Town Administrator

Office of Local Government
State Revolving Funds



Bonnie Ammons
Executive Director

**South Carolina
Rural Infrastructure Authority**

**STATE WATER POLLUTION CONTROL REVOLVING FUND
FY 2020 FEDERAL CAPITALIZATION GRANT
LOAN ASSISTANCE AGREEMENT PACKAGE
FOR
TOWN OF ESTILL**

Re: Wastewater System Evaluation and Planning Study

Contents:

1. Information/Process to receive Loan Assistance in form of Principal Forgiveness
2. Draft Resolution
3. Loan Assistance Agreement

On behalf of the South Carolina Water Quality Revolving Fund Authority, the Office of Local Government is pleased to provide the Town of Estill with this package of material for receiving Loan Assistance in the form of Principal Forgiveness from funds made available under the FY 2020 Federal Appropriations Act for the State Water Pollution Control Revolving Fund.

For further information or assistance contact:

Noel Hebert
Senior Financial Analyst
Tel: (803) 737-9873
Fax: (803) 737-0741
nhebert@ria.sc.gov

Information and Process to Receive FY 2020 Loan Assistance

Resolution

- A Resolution is required to be adopted by the governing body of the Project Sponsor to authorize acceptance of the loan assistance and to designate the persons authorized to sign and attest the Loan Assistance Agreement (Agreement).
- The enclosed draft Resolution has been substantially individualized to the Town and it assumes that the Mayor and Town Clerk will be designated to sign and attest the Agreement, which is to be attached to the Resolution as Exhibit A.
- It is recommended that the Town's attorney review the enclosed draft Resolution and that it conform to the normal format and process used by the Town for adoption of other resolutions. The draft Resolution is also being e-mailed with this package in Word format for your convenience.
- There should not be any material changes to the content of the draft Resolution, but if such is proposed, it must be submitted to the Office of Local Government (OLG) via fax or e-mail for concurrence in advance of adoption.
- Notify OLG of the planned date of adoption as soon as it is determined.
- Send to OLG, via fax or e-mail, copy of Resolution in the form it is to be presented to the Commission at least 3 business days before adoption.
- Once adopted, sign the Resolution in blue ink, affix seal, fax or PDF a copy of the signed Resolution to OLG and mail original executed Resolution to OLG.

Loan Assistance Agreement

- Once the Resolution is adopted and received by OLG, we will mail two duplicate original Agreements for signature by the Town. Please sign in blue ink and affix seal.

Note: If timing is an issue, we will mail the original Agreements in advance of the meeting, so they can be signed at the same time.

- Both original Agreements signed by the designated individuals with seal affixed are to be returned to the OLG for signature. One completely executed original Agreement will be returned to the Town.

Note: In addition to adopting the Resolution and executing the Agreement, the Project Sponsor must also receive all approvals needed from DHEC to maintain eligibility for the loan assistance monies.

RESOLUTION NO. 2020-12

AUTHORIZING AND APPROVING THE ACCEPTANCE OF CERTAIN LOAN ASSISTANCE MONIES FROM THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN LOAN ASSISTANCE AGREEMENT BETWEEN THE TOWN OF ESTILL AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the Town of Estill (the "**Project Sponsor**") is a municipal corporation duly created and existing under the laws of the State of South Carolina;

WHEREAS, the Project Sponsor is authorized and empowered by the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, to receive financial assistance from the South Carolina Water Quality Revolving Fund Authority (the "**Authority**");

WHEREAS, the Federal Clean Water Act, as amended on June 10, 2014, allows the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") to provide additional subsidization (including subsidization which will not accrue interest and the principal of which will be forgiven) for wastewater infrastructure facilities;

WHEREAS, the Project Sponsor previously applied to the South Carolina Department of Health and Environmental Control ("**DHEC**") for certain loan assistance monies (the "**Loan Assistance**") to be made available to the Project Sponsor by the Authority in the form of a subsidization which will not accrue interest and the principal of which will be forgiven;

WHEREAS, the Project Sponsor was selected by DHEC to receive the Loan Assistance contingent upon compliance by the Project Sponsor with all terms, conditions and requirements set forth in the Loan Assistance Agreement, the form of which is attached hereto as Exhibit A (the "**Loan Assistance Agreement**"); and

WHEREAS, based on approvals issued by DHEC, the proceeds of the Loan Assistance are to be used by the Project Sponsor for the Wastewater System Evaluation and Planning Study Project described in Appendix A to the Loan Assistance Agreement (the "**Project**").

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Estill, South Carolina (the "**Council**"), in a meeting duly assembled:

Section 1. Acceptance of the Loan Assistance; Acknowledgment of Terms of Loan Assistance Agreement.

The Loan Assistance, under the terms, conditions and requirements set forth in the Loan Assistance Agreement, is hereby accepted. The Project Sponsor acknowledges that the receipt of proceeds of the Loan Assistance pursuant to the Loan Assistance Agreement requires the Project Sponsor to comply with all of the terms of the Loan Assistance Agreement, including requiring strict compliance with all state and federal mandates set forth therein by any contractors performing work

on the Project who are subject to those mandates. The Project Sponsor further acknowledges that the forgiveness of the principal amount of the Loan Assistance by the Authority is conditional upon the Project Sponsor's complete and satisfactory compliance with the terms of the Loan Assistance Agreement, and that any failure to comply strictly with such terms could result in a requirement that the Project Sponsor repay to the Authority all or a portion of the Loan Assistance. The Project Sponsor has fully reviewed each and every provision of the Loan Assistance Agreement.

Section 2. Approvals, Appropriations and Expenditures.

The Project Sponsor certifies that it has taken, or will take, all actions necessary under South Carolina law to approve, appropriate and expend the proceeds of the Loan Assistance.

Section 3. Authorization of the Loan Assistance Agreement.

The Loan Assistance Agreement is hereby approved, and the execution and delivery of the Loan Assistance Agreement on behalf of the Project Sponsor is hereby authorized and directed. The Loan Assistance Agreement shall be executed on behalf of the Project Sponsor by the Mayor and shall be attested to by the Town Clerk.

Section 4. Miscellaneous.

This Resolution shall be a contract between the Project Sponsor and the Authority, and shall be enforceable as such against the Project Sponsor.

ADOPTED, this ____ day of October 2020.

TOWN OF ESTILL, SOUTH CAROLINA

SEAL

Mayor

ATTEST:

Town Clerk

LOAN ASSISTANCE AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

TOWN OF ESTILL

Dated

October , 2020

relating to

Wastewater System Evaluation and Planning Study

South Carolina Water Pollution Control Revolving Fund

FY 2020 Federal Capitalization Grants

Loan Assistance Number: F1-20-411-01

No. ____ of Two Executed Original Counterparts

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LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the ____ day of October, 2020, (the "*Effective Date*") between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "*Authority*"), and the TOWN OF ESTILL, a municipal corporation of the State of South Carolina (the "*Project Sponsor*").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "*Act*") to administer the South Carolina Water Pollution Control Revolving Fund (the "*Fund*") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the Department of Health and Environmental Control (the "*Department*") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Fiscal Year 2020 Federal Appropriations Acts (the "*Federal Appropriations Acts*"), under which the project is committed allows a State to provide additional subsidization from the Fund for wastewater infrastructure facilities; and

WHEREAS, the Act, as amended on May 28, 2010, authorizes the Authority to use amounts in the Fund to fully implement all requirements of the Federal Appropriations Acts for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; and

WHEREAS, the Project Sponsor proposes to perform a sanitary sewer evaluation survey (the "SSES") as described in Appendix "A" hereto (the "*Project*"), which Project will be part of the Project Sponsor's waterworks and sewer system (the "*System*"); and

WHEREAS, the Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from federal appropriations granted to the State of South Carolina (the "*State*") for the Fund subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the "*Loan Assistance*"), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.
2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.
3. Disbursements.
 - (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package, except for the items related to construction, when submitting draw requests to the Department.
 - (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.
 - (c) The Authority will exert its best efforts to disburse funds within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.
 - (d) The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.
4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.
5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.

(a) Civil Rights and Labor Standards.

- (i) The Project Sponsor shall not be debarred for noncompliance with Federal Law and shall not award contracts to any firm that has been debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.
- (ii) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- (iii) The Project Sponsor shall comply with the federal laws that prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age, in programs or activities receiving federal financial assistance. These laws include Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act (33 U.S.C. § 1251), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and The Age Discrimination Act of 1975 (42 U.S.C. § 6102). In addition, 40 C.F.R. Part 7 (the federal regulation implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973) shall also be complied with.

6. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law.

7. Inspection and Completion.

(a) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and shall require satisfactory completion of all work within the time stated in the executed engineering contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan Assistance participation.

(b) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.

8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).

9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.

10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three-year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.

11. Accounting and Auditing.

(a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP) and GASB Statement No. 34.

(b) Within nine (9) months of the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Department's Office of Internal Audits at 2600 Bull Street, Columbia, South Carolina, 29201, an annual financial audit prepared by an independent certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 17, 2018, and revisions, updates or successors thereto. A Single Audit, as required by the OMB issued Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR Part 200, Subpart F, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.458).

12. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to the negligence of any of these parties.

13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever the SSES is in preparation or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.

14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any engineering agreements affecting the Project.

15. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions, which govern the Project.

16. Review and Inspection of Work. Any audit or review of the SSES and any inspection of the work shall be for the convenience of the Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Department of responsibility for design or evaluation.

17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.

18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.
19. Complete Agreement. This Agreement contains Appendices "A", "B", and "C", and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.
20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
21. Notices. All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

Town of Estill
 323 Martin Luther King Jr. Boulevard
 Estill, South Carolina 29918

Attention: Mayor

If to the Authority:

South Carolina Water Quality Revolving Fund
 Authority
 c/o Office of Local Government - SRF
 South Carolina Rural Infrastructure Authority
 1201 Main Street
 Suite 1600
 Columbia, South Carolina 29201

Attention: Noel Hebert

22. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

TOWN OF ESTILL

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

SCOPE OF WORK

Project Sponsor: Town of Estill

Project Name: Wastewater System Evaluation and Planning Study

Loan Assistance Number: FI-20-411-01

This project involves conducting a Sanitary Sewer Evaluation Survey on the Town's sanitary sewer collection system. The Town has approximately 100,000 LF of gravity lines, 38,000 LF of force main, and (7) pump stations. The study will include data collection, system mapping, physical inspection, and smoke testing. Prioritization and recommendations will also be developed as part of a preliminary engineering report.

PROJECT BUDGET

Project Sponsor: Town of Estill

Project Name: Wastewater System Evaluation and Planning Study

Loan Assistance Number: F1-20-411-01

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>TOTAL ELIGIBLE COST</u>
Planning and Design Engineering	\$ 64,000	\$ 64,000
Total	\$ 64,000	\$ 64,000

LOAN ASSISTANCE

Project Sponsor: Town of Estill
Project Name: Wastewater System Evaluation and Planning Study
Loan Assistance Number: F1-20-411-01

Loan Assistance Amount: \$ 64,000

Loan Amount:	\$ 64,000
Less Principal Forgiveness:	<u>\$ 64,000</u>
Net Amount for Repayment:	\$ 0

SPECIAL CONDITIONS

Project Sponsor: Town of Estill

Project Name: Wastewater System Evaluation and Planning Study

Loan Assistance Number: F1-20-411-01

None.



Town of Estill Agenda Item – H

Approval of Resolution 2020-13 Amending the Town’s Employee Handbook to address the Town’s Participation in the South Carolina Public Employee Benefit Authority Health Insurance Plan

Background: Because the Town chose to go with PEBA for their Health Insurance in October of 2019, we have to abide by their rules and regulations as they relate to how employee deductions are handled, when we offer insurance, and to whom. This conflicted with our Employee Handbook and the policies that the Town had in place at the time.

This error was recently brought to our attention and we are changing the Employee Handbook to reflect the changes at this time. We are locked into this agreement with PEBA for three more years at which time we may chose a different option and possibly change things back to our policies in place before we contracted with PEBA.

Attachments: Resolution

Recommendation: Approval of Resolution 2020-13

Presented by: Caryn Miller, Town Administrator

RESOLUTION 2020-13

STATE OF SOUTH CAROLINA)	
)	RESOLUTION AMENDING THE TOWN'S
COUNTY OF HAMPTON)	EMPLOYEE HANDBOOK TO ADDRESS
)	THE TOWN'S PARTICIPATION IN THE
TOWN OF ESTILL)	SOUTH CAROLINA PUBLIC EMPLOYEE
)	BENEFIT AUTHORITY HEALTH INSURANCE PLAN

AT THE REGULAR MEETING OF TOWN COUNCIL, held on October 14, 2020, the following resolution was passed:

WHEREAS, in September 2019, the Town changed its health insurance coverage to the State Health Plan offered by the South Carolina Public Employee Benefit Authority, which imposes a health insurance coverage and collection of premiums that is different from what is published in the Town's Employee Manual;

NOW THEREFORE, on motion duly made, seconded and carried,

RESOLVED, that the Employee Handbook is amended such that the language on Page 30, Paragraph VI, entitled "Health Insurance" is deleted, and the following is substituted therefor:

Health Insurance

The Town participates in insurance plans provided through the South Carolina Public Employee Benefits Authority [PEBA]. The terms of the benefits are determined and set by PEBA and are subject to change at PEBA's discretion. The employees are provided separate benefits handbooks and their questions are directed to the PEBA handbooks.

RESOLVED FURTHER, that to the extent this Resolution conflicts with any existing policy, whether published in any manual or otherwise, the terms of this Resolution shall govern.

RESOLVED FURTHER, that this Resolution shall be effective immediately.

DONE AND ENTERED THIS 14TH DAY OF OCTOBER 2020.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

J. Martin Harvey, Town Attorney