

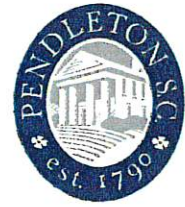
Pendleton Town Council

Mayor
Frank Crenshaw

Municipal Complex
310 Greenville Street
Pendleton, SC 29670
864-646-9409

www.townofpendleton.org

**FEBRUARY 10, 2020, 7 PM
REGULAR SESSION
AGENDA:**



Administrator
Steve Miller
Municipal Clerk
Amber Barnes

Council Members
Bruce Kalley
Sandra Gantt
M. Denise Jackson
Michael Seef

Residents of the Town of Pendleton are always welcome to meetings of the Pendleton Town Council. At each meeting, there is time for residents, property owners & business owners to address the Council on any matter of concern or interest, whether or not the Council will be considering that matter during the meeting. If you wish to address the Council, please raise your hand once the floor is opened for public comment; and when recognized by the Mayor, move to the podium and give your name and address. We encourage your comments and views and appreciate your participation in your town government.

- 1) **PLEDGE OF ALLEGIANCE**
- 2) **COUNCIL UPDATES**
- 3) **APPROVAL OF MINUTES – January 6, 2020, Regular Session Meeting & January 25, Called Meeting**
- 4) **PRESENTATION AND ACCEPTANCE BY COUNCIL OF THE TOWN OF PENDLETON AUDIT YEAR ENDING JUNE 30, 2019 – McKinley Cooper & Co.**
- 5) **UPDATE ON CHENY MILL – JOHN GUMPERT**
- 6) **PUBLIC COMMENTS – Comments only - no questions will be taken at this time – questions will be taken at the end of the meeting. 3-minute limit. No action will be taken on these items.**
- 7) **REPORTS:**
 - a. PENDLETON POLICE DEPARTMENT REPORT
 - b. ADMINISTRATORS UPDATE & BUDGET REPORT
- 8) **DISCUSSION ITEMS:**
 - a. DISCUSSION OF REVITALIZING THE TOWN'S SISTER CITY RELATIONSHIP WITH STORNOWAY SCOTLAND
- 9) **ACTION ITEMS:**
 - a. CONSIDERATION OF REQUEST FOR STREET LIGHT ON WESTINGHOUSE ROAD IN THE CURVE NEAR THE TOWN'S PUMP STATION
 - b. CONSIDERATION OF A RESOLUTION TO PROVIDE CERTIFICATION AS PROVIDED BY SECTION 12-65-60 OF THE SOUTH CAROLINA TEXTILES COMMUNITIES REVITALIZATION ACT (S.C. CODE SECTION 12-65-10 ET SEQ.) FOR THAT CERTAIN PROPERTY LOCATED AT 250 SOUTH DEPOT STREET, PENDLETON, SOUTH CAROLINA
 - c. CONSIDERATION OF A RESOLUTION RECOMMENDING TO THE PENDLETON TOWN COUNCIL TO ACCEPT THE CALCULATIONS FROM THE ENGINEERS AT "FREELAND AND ASSOCIATES" FROM WHICH TO BASE A MONETARY LETTER OF CREDIT FOR PHASE 1 OF RIVERSIDE HILLS SUBDIVISION A PDR
 - d. CONSIDERATION OF AWARDED BID TO DEMOLISH BUILDINGS AT 120 DEPOT STREET
 - e. CONSIDERATION OF SECOND AND FINAL READING "AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO"
 - f. CONSIDERATION OF SECOND AND FINAL READING OF "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF PENDLETON ON SC 187 IN "THE GROVE" FROM (AB) AREA WIDE BUSINESS TO (R-3) MEDIUM DENSITY RESIDENTIAL FOR THE OWNER/DEVELOPER MR. RICH BENNETT"
- 10) **PUBLIC COMMENTS & QUESTIONS**

Pendleton Town Council

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**FEBRUARY 10, 2020, 7 PM
REGULAR SESSION
AGENDA:**



Administrator
Steve Miller
Municipal Clerk
Amber Barnes

- 11) EXECUTIVE SESSION TO DISCUSS AN APPOINTMENT MATTER FOR TOWN BOARDS & COMMISSIONS PURSUANT TO SC CODE OF LAW SECTION 30-4-70(1)
- 12) MOTION(S)/VOTE(S) FROM EXECUTIVE SESSION IF NEEDED
- 13) ADJOURNMENT

REMINDERS:

Planning Commission Meeting 6:00 pm 2/13

Town Offices will be closed Monday, February 17, 2020, in observance of President's Day.

**PENDLETON TOWN COUNCIL
JANUARY 6, 2020, 7 PM
REGULAR SESSION**

MINUTES:

After due notice to the press, Mayor and Town Council met in the Council Chambers of Town Hall. All Mayor and Council were present.

1) PLEDGE OF ALLEGIANCE

Mayor Crenshaw led everyone in the Pledge of Allegiance.

2) COUNCIL UPDATES

N/A

3) APPROVAL OF MINUTES – December 2, 2019, Called Meeting & Regular Session Meeting

Bruce Kalley made a motion to approve the minutes. Denise Jackson seconded. Unanimous.

4) PUBLIC COMMENTS – Comments only - no questions will be taken at this time – questions will be taken at the end of the meeting. 3-minute limit. No action will be taken on these items.

Vince Gaulin stated an effort has been made in Ward 3 to establish a neighborhood group that meets regularly. The group meets the second Monday at the Community Center at 6 pm. He further stated in reference to action item "D" the concern from their community meeting is it seems like a pretty big change when a developer comes in for approval for a business zone and then completely does away with that business zoning. He further asked for an explanation from the developer and Council how that is in the best interest of the Town.

5) REPORTS:

a. PENDLETON POLICE DEPARTMENT REPORT

Chief Burdette gave his report for December.

b. ADMINISTRATORS UPDATE & BUDGET REPORT

Steve Miller, Town Administrator, updated Mayor, Council, and citizens for December.

6) DISCUSSION ITEMS:

a. RESUME DISCUSSION REGARDING ADJUSTING WATER FOR LEAKS

Mike Seef stated he likes the idea of giving an adjustment on water leaks. Bruce Kalley stated he thinks it's a good idea and would like a little time to think about it further. Sandra Gantt stated she would be in favor of adjusting the water. The council was unanimous in directing staff to come up with a few policies for approval.

7) ACTION ITEMS:

a. CONSIDERATION OF APPOINTMENT OF TWO COUNCILMEMBERS TO REPRESENT PENDLETON REGARDING UTILITIES DISCUSSIONS AND NEGOTIATIONS

Sandra Gantt nominated Frank Crenshaw. Frank Crenshaw nominated Sandra Gantt. Bruce Kalley made a motion to appoint Frank Crenshaw and Sandra Gantt. Denise Jackson seconded. Unanimous.

b. CONSIDERATION OF A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PENDLETON TO TEMPORARILY CHANGE THE DATE OF ITS FEBRUARY 2020 TOWN COUNCIL REGULAR MEETING

Bruce Kalley made a motion to accept the above Resolution. Denise Jackson seconded. Unanimous.

- c. CONSIDERATION OF FIRST READING "AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO"

Bruce Kalley made a motion to accept the above Ordinance for first reading. Sandra Gantt seconded. Unanimous.

- d. CONSIDERATION OF FIRST READING OF "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF PENDLETON ON SC 187 IN "THE GROVE" FROM (AB) AREA WIDE BUSINESS TO (R-3) MEDIUM DENSITY RESIDENTIAL FOR THE OTWENR/DEVELOPER MR. RICH BENNETT"

Sandra Gantt made a motion to accept the above Ordinance for first reading. Denise Jackson seconded. Unanimous.

- e. CONSIDERATION OF SECOND AND FINAL READING OF "AN ORDINANCE TO CHANGE THE CORPORATE LIMITS AND ANNEX PROPERTY INTO THE TOWN OF PENDLETON, SOUTH CAROLINA AND DEFINE TEMPORARY ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNERS LESTER & PHILLIP MORGAN"

Denise Jackson made a motion to accept the above Ordinance for second and final reading. Bruce Kalley seconded. Unanimous.

8) PUBLIC COMMENTS & QUESTIONS

Davie Kirkley asked where the 24 acres is at The Groves. Steve Miller, Town Administrator, showed her on a map. She further asked if we knew anything about the car wash and when it was coming. Mayor Crenshaw stated that annexation passed tonight. The car wash owners were in attendance and stated as soon as they can get permits, they will begin the building process.

9) ADJOURNMENT

There being no further business, at 7:38 pm, Denise Jackson made a motion to adjourn. Mike Seef seconded. Unanimous.

Respectfully Submitted: _____

MAYOR: _____

TOWN COUNCIL:

WARD 1: _____

WARD 2: _____

WARD 3: _____

WARD 4: _____

**PENDLETON TOWN COUNCIL
CALLED MEETING
JANUARY 25, 2020
9 AM
BRYANT LODGE
230 Thomas Lane Central, SC 29630**

After due notice to the press, Mayor and Town Council met at Bryant Lodge on the Southern Wesleyan University Campus. All Mayor and Town Council were present.

1) Work Session to hold the Council/Department Head Retreat to discuss Fiscal Year 2020/2021

Mayor, Council and Department Heads met to discuss fiscal year 20/21.

2) Executive Session to discuss a matter relating to the proposed expansion of municipal service and to discuss a proposed contractual arrangement pursuant to SC Code of Law Section 30-4-70(2)&(5)

This agenda item was not needed.

3) Motion(s)/vote(s) from Executive Session if needed.

N/A

4) Continuation of Work Session to hold the Council/Department Head Retreat to discuss Fiscal Year 2020/2021

Mayor, Council and Department Heads continued to discuss fiscal year 20/21.

5) Adjournment

There being no further business, at 2:05 pm the meeting adjourned.

Respectfully Submitted: _____

MAYOR: _____

COUNCIL:

WARD 1: _____

WARD 2: _____

WARD 3: _____

WARD 4: _____



Doyle M. Burdette
 Chief of Police
 310 Greenville St.
 Pendleton, SC 29670
 (864) 646-9409

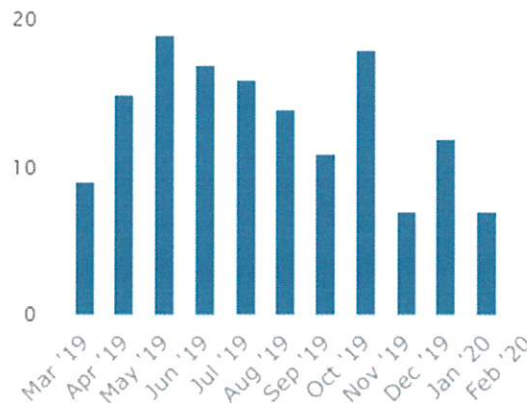


The Pendleton Police Department has answered over 160 calls for service since January 1st. This is down slightly from 181 calls during the same time period in 2019 and 230 in 2018.

There were 7 reports taken in January and 18 warnings and 4 State citations were issued.

Initial Classifications

| | |
|--|---|
| Larceny/Theft Offenses - All Other Larceny (23H) | 2 |
| Missing Person (979) | 1 |
| Natural Death (UDC 91J) | 1 |
| Assist Another Agency (UDC 91C) | 1 |
| Trespass Of Real Property (90J) | 1 |
| Burglary/Breaking And Entering (220) | 1 |



There was a problem with the order of Officers Carpenter and Murray’s uniforms. The uniform company informed us there was a backorder which had not been resolved and we were looking at another 6 – 8 weeks before the uniforms came in. We went ahead and ordered their Class B uniforms through a company that had them in stock. Those uniforms are slightly different than our regular uniforms. They are the ones we wear at events like the Fall Festival or on callouts. Those arrived on January 29th and the guys began patrolling on January 30th.

The speed trailer has been moved to Lebanon Rd. to remind folks of the speed limit in that area.

To give you some data the trailer acquired while on N. Mechanic: The last 90 days the trailer was parked there 322,557 vehicles passed just going North on North Mechanic.

The average speed was 36.97 mph. The 85th percentile speed, which is the speed 85% of those 322,557 vehicles was traveling at or below was 41.79 mph.

Officers Murray and Carpenter completed their radar certification last month which they are taking advantage of daily.

I attended the monthly area wide detectives meeting last month and was able to assist Central PD with a forgery case they are working.

I also attended Grand Jury regarding an Unlawful carrying of a firearm case from last year.



PENDLETON
 SOUTH CAROLINA
 History, Hospitality & Happenings!

**Town of Pendleton
 Department Head Agenda Item Request Form**

The South Carolina Freedom of Information Act requires the Town of Pendleton to publicly post the agendas of Town Council meetings. Additionally, all agenda items must be listed on the agenda and must describe the nature of the item(s) being considered. In order to meet these legal requirements, it is necessary to provide us with the following information before it can be placed on the agenda. **The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is Wednesday 12:00 pm before the Council meeting.** Requests received after that time will be scheduled for the following meeting.
Please print or type all information.

Name of person making request: SM/ab **Phone:** 646-9409

Date Submitted: 2/3/2020 **Time Submitted:** 12:14 PM **Meeting Date:** 2/10/2020

Agenda Item Title CONSIDERATION OF REQUEST FOR STREET LIGHT ON WESTINGHOUSE ROAD IN THE CURVE NEAR THE TOWN'S PUMP STATION

Description: The Town has received a request for a street light to be installed in the curve on Westinghouse Road near the Town's pump station Council has been asked to look at the area at night. The attached map The staff the approximate location.

Recommended Action: Council's decision. Staff will proceed as directed.

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.



To be completed by Municipal Clerk's Office:

Date Received: 2/3/2020 *Time:* _____ *Council Meeting Date:* 2/10/2020

s at Meehan

Homeplace Dr

Approximate
proposed location

Ortec Inc

Westinghouse Rd

Westinghouse Rd

Sliding Rock Dr

e Rd





PENDLETON
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Please print or type all information.

Name of person making request: SM/ab **Phone:** 646-9409

Date Submitted: 1/16/2020 **Time Submitted:** 9:50 AM **Meeting Date:** 2/10/2020

Agenda Item Title: CONSIDERATION OF A RESOLUTION TO PROVIDE CERTIFICATION AS PROVIDED BY SECTION 12-65-60 OF THE SOUTH CAROLINA TEXTILES COMMUNITIES REVITALIZATION ACT (S.C. CODE SECTION 12-65-10 ET SEQ.) FOR THAT CERTAIN PROPERTY LOCATED AT 250 SOUTH DEPOT STREET, PENDLETON, SOUTH CAROLINA

Description: This Resolution will qualify Cheney Mill for State textile tax credits. These are not funds that will be paid out or lost to the Town. Cheney Mill will receive tax credits for rehabilitation of the abandoned textile mill.

Recommended Action: Approval

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....

To be completed by Municipal Clerk's Office:

Date Received: 1/16/2020 Time: _____ Council Meeting Date: 2/10/2020

Pendleton Town Council



Mayor
Frank Crenshaw

Municipal Complex
310 Greenville Street
Pendleton, SC 29670
864-646-9409

www.townofpendleton.org

Council Members
Bruce Kalley
Sandra Gantt
M. Denise Jackson
Mike Seef

Administrator
Steve Miller
Municipal Clerk
Amber Barnes

RESOLUTION

A RESOLUTION

TO PROVIDE CERTIFICATION AS PROVIDED BY SECTION 12-65-60 OF THE SOUTH CAROLINA TEXTILES COMMUNITIES REVITALIZATION ACT (S.C. CODE SECTION 12-65-10 ET SEQ.) FOR THAT CERTAIN PROPERTY LOCATED AT 250 SOUTH DEPOT STREET, PENDLETON, SOUTH CAROLINA

WHEREAS, Cheney Mill Owner, LLC, and certain of its affiliates (collectively, the “Owner”) [have contracted to purchase/currently hold title to] that certain property known as Cheney Mill, TMS No. 040-14-02-021-000, located at 250 South Depot Street, Pendleton, South Carolina (the “Property”), and intends to rehabilitate such property in a manner that qualifies for South Carolina income tax credits under the South Carolina Textiles Communities Revitalization Act, S.C. Code Section 12-65-10 et. seq. (the “Act”); and

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county. The certification shall include findings that the:

- (1) textile mill site was a textile mill as defined in S.C. Code Section 12-65-20(3);
- (2) textile mill site has been abandoned as defined in S.C. Code Section 12-65-20(1); and
- (3) geographic area of the textile mill site is consistent with S.C. Code Section 12-65-20(4).

WHEREAS, the Property is located within the Town of Pendleton, South Carolina; and

WHEREAS, the Owner has applied to the Town, by way of binding resolution, for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and

WHEREAS, the Town has determined that the rehabilitation of the Property will be highly beneficial to the Town and the residents and businesses of the community surrounding the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF PENDLETON, SOUTH CAROLINA that the Town of Pendleton makes the following certifications as requested by the Taxpayer pursuant to the Act:

1. The Property was a textile mill as defined in S.C. Code Section 12-65-20(3).
2. The Property has been abandoned as defined in S.C. Code Section 12-65-20(1).
3. The geographic area of the Property is consistent with the definition of a textile mill site, as defined in S.C. Code Section 12-65-20(4).

BE IT FURTHER RESOLVED THAT this Resolution shall take effect upon its adoption.

DONE IN REGULAR MEETING THIS _____ **DAY OF** _____, **20**__.

Mayor: _____

Date: _____

Attest:

TOWN OF PENDLETON
COUNTY OF ANDERSON
STATE OF SOUTH CAROLINA

I, AMBER L. BARNES, Municipal Clerk do hereby certify that the foregoing resolution was
duly adopted by the Pendleton Town Council at a meeting held
_____, _____, and is on file in the records of this office.

Amber L. Barnes, Municipal Clerk



PENDLETON

SOUTH CAROLINA

History, Hospitality & Happenings!

Town of Pendleton Department Head Agenda Item Request Form

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Name of person making request: Tony Cirelli

Phone: (864) 245-0523

Date Submitted: 2/10/20

Time Submitted: 3:45

Meeting Date: 2/10/20

Agenda Item Title: A resolution recommending to the Pendleton Town Council to accept the calculations from the engineers at "Freeland and Associates" from which to base a monetary Letter Of Credit for phase1, of Riverside hills subdivision a PDR.

Description: The Developers of this 12.5 acre subdivision known as Riverside Hills, Phase 1, are requesting that the Town Council accept a (LOC) Letter of Credit in the amount of \$83,137.50 to complete the infrastructure improvements in this 50 lot private subdivision. This property can also be identified on the Anderson County Tax Map as (TMS # 040-00-04-004).

Recommended Action: To have the Pendleton Town Council accepts and approve \$83,137.50 dollars in a (LOC) Letter Of Credit which is based on their engineers estimate to complete the items listed here within by Town Council action.

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

To be completed by Municipal Clerk's Office:

Date Received: 2-6-2020 Time: _____ Council Meeting Date: 2-10-2020

Pendleton Town Council



Administrator
Steve Miller
Municipal Clerk
Amber Barnes

Mayor
Frank Crenshaw

Municipal Complex
310 Greenville Street
Pendleton, SC 29670
864-646-9409

www.townofpendleton.org

Council Members
Bruce Kalley
Sandra Gantt
M. Denise Jackson
Michael Seef

RESOLUTION

A resolution recommending to the Pendleton Town Council to accept the calculations from the engineers at "Freeland and Associates" from which to base a monetary Letter Of Credit for phase 1, of Riverside hills subdivision a PDR.

Whereas, this subdivision known as Riverside Hills formerly (Heritage Place phase 1) is being developed by Great Southern Homes.

Now, Therefore, Be It Resolved, that the Pendleton Town Council voted to recommend approval of the amount of \$83,137.50 which is 125% of the cost of the infrastructure improvements for phase 1 as required in the Town's Land Development Ordinance.

BE IT FURTHER RESOLVED, that this proposed subdivision known as Riverside Hills subdivision containing 50 lots, with 25 twin home units will have private roads, curbing, street lights, 5' foot sidewalks, Storm drainage, signs and an extra 10% in the Roads and curbs for broken curb or repairs during construction.

FURTHER IT BE RESOLVED, That, on this date the Pendleton Town Council has reviewed and accepted this \$83,137.50 amount in a (LOC) Letter of Credit to finish the required improvements in Riverside Hills phase 1.

Page 1 of 2

A resolution recommending to the Pendleton Town Council to accept the calculations from the Engineers at Freeland and Associates from which to base a monetary Letter Of Credit for phase 1, of Riverside Hills subdivision a PDR.

MAYOR:

TOWN COUNCIL:

WARD 1: _____

WARD 2: _____

WARD 3: _____

WARD 4: _____

TOWN OF PENDLETON

**COUNTY OF ANDERSON
STATE OF SOUTH CAROLINA**

I, AMBER L. BARNES, Municipal Clerk do hereby certify that the foregoing resolution was duly adopted by the Pendleton Town Council at a meeting held _____, _____, and is on file in the records of this office.

Amber L. Barnes, Municipal Clerk

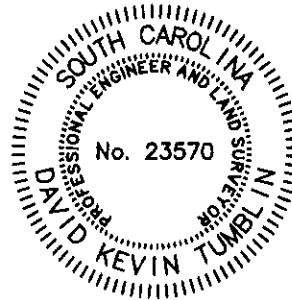
Page 2 of 2:

A resolution recommending to the Pendleton Town Council to accept the calculations from the Engineers at Freeland and Associates from which to base a monetary Letter Of Credit for phase1, of Riverside Hills subdivision a PDR.

Riverside Hills Letter of Credit Estimate

10/28/2019

| <u>Item</u> | <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Total Cost</u> |
|---------------------|---|-----------------|-------------|------------------|---------------------|
| STORM DRAIN | repairs | 1 | LS | \$ 3,000.00 | \$ 3,000.00 |
| SEWER | repairs | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| WATER | repairs/valve adjustments | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |
| ROADS | Full depth repair (10% cost of asphalt) | 381 | SY | \$ 10.00 | \$ 3,810.00 |
| SIDEWALK | 5' Sidewalk ABA | 2530 | LF | \$ 15.00 | \$ 37,950.00 |
| EROSION CONTROL | grassing | 1.0 | AC | \$ 1,300.00 | \$ 1,300.00 |
| CURB | Repairs (10% of curb) | 260 | LF | \$ 25.00 | \$ 6,500.00 |
| STREET LIGHTS | lights | 6 | EA | \$700.00 | \$ 4,200.00 |
| STREET SIGNS | signs | 3 | EA | \$ 250.00 | \$ 750.00 |
| ENGINEERING | close-out/certifications | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |
| Construction Totals | | | | | \$ 66,510.00 |
| Contingency @ 25% | | | | | \$ 16,627.50 |
| Grand Total | | | | | \$ 83,137.50 |





PENDLETON
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Town of Pendleton
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Please print or type all information.

Name of person making request: Norman Durham **Phone:** 864-646-9409

Date Submitted: 1/21/2020 **Time Submitted:** 10:00 a.m.

Meeting Date: February 10, 2020

Agenda Item Title: Consideration of awarding bid to demolish buildings at 120 Depot St

Description: Attached are copies of notifications to the property owner regarding the condition of the property at 120 Depot Street, along with demolition bids. It is time to move forward enforcing the Town's IPMC and demolish the dilapidated buildings.

Recommended Action: I recommend that the Town move forward with demolition of the three buildings at 120 Depot St. I received bids from four (4) contractors to perform the demolition. The bids are attached. Currently \$20,000 is budgeted for Code Enforcement. My recommendation is that the Council select either Dean Hunter & Co. or Smith Cleaning and Restoration for the job. Each of their bids is within the budgeted amount and each addresses the issue of possible asbestos removal.

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.



To be completed by Municipal Clerk's Office:

Date Received: 1-21-2020 **Time:** _____ **Council Meeting Date:** 2-10-2020

120 Depot Street

Owner Jack Ward

The town has been working with Jack Ward since Oct. 2014 to get the lot and building cleaned up or removed. Until the town adopted the IPMC we didn't really have the tools to enforce the code on cleanup of property in town limits.

We sent Mr. Ward letters by certified and regular mail on 9/17/2019, advising him that the structure is unsafe. The letters were the standard letter that we send all property owners and provided dates for him to file an appeal and to clean up or demolish the property. Mr. Ward signed for the certified letters but did not respond to us. The time for him to file an appeal expired on 10/7/2019. The 60-day deadline to demolish or repair the property passed on 11/18/2019. The property was posted on 11/22/2019, Mr. Ward was notified by regular and certified mail that the Town would take action if the property was not cleaned up or demolished on or before 1/17/2020. He was also advised that a lien will be placed on the property if the Town has to demolish the unsafe structure. Mr. Ward signed for the second certified letter but did not respond.

Subsequently, beginning in December 2019, we solicited and received bids from four (4) contractors regarding the demolition of the property. Copies of the bids and all correspondence between the Town of Pendleton and Mr. Ward are attached.

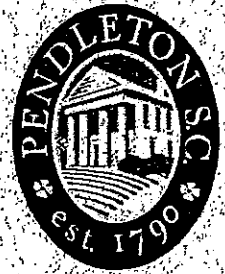
As of 1/15/2020, we have not received any response from Mr. Ward. and there has been no activity at the property.

Town of Pendleton

History, Hospitality, Happenings... HOME

Frank H. Crenshaw
Mayor

Steven Miller
Administrator



September 17, 2019

Mr. Jack Ward
1031 Real Estate Exchange LLC
1114 Harvey Street
Raleigh, North Carolina 27608

RE: Property TMS# 040-10-06-002
Physical Address: 120 Depot St. Pendleton, SC

Dear Jack Ward:

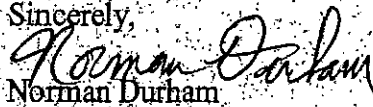
The property and buildings referenced above have been determined to be unsafe for human occupancy by the Code Enforcement Officer of the Town of Pendleton. The property and the buildings are in violation of the standards set forth in the International Property Maintenance Code (IPMC) Sections 108.1 and 110.1.

As the current owner of said property and buildings on this lot, it is your responsibility to demolish or remove the structure within sixty (60) days of receipt of this notice. You also have the right to file an application for appeal if you believe this determination was made in error. Should you wish to file an appeal, you must do so in writing, within twenty (20) days of the date of this letter, as set forth in Section 111.1 of the IPMC.

Failure to either file a timely appeal or comply with the conditions of this notice within the specified time frame may result in the Town of Pendleton having the structure demolished or removed. Should the Town be required to take such action a lien will be placed upon the property in accordance with Section 110.3 of the IPMC.

I have enclosed, for your information, the relevant sections of the IPMC as referenced in this letter as well as photographs of the property.

Sincerely,


Norman Durham
Code Enforcement

ND/jh
Enclosures

COUNCIL

Bruce Kalley
Ward 1

Sandra Gantt
Ward 2

A. Denise Jackson
Ward 3

G. Scott Ward
Ward 4

Municipal Complex
10 Greenville Street
Pendleton, SC 29670

Phone: 864-646-9409

Fax: 864-646-5425

info@townofpendleton.org
www.townofpendleton.org

108.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

110.1 General.

The *code official* shall order the *owner* or owner's authorized agent of any *premises* upon which is located any structure, which in the *code official's* or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

110.3 Failure to comply.

If the *owner* of a *premises* or owner's authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 111.1 Application for appeal.

Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.



09/17/2019



09/17/2019

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to:

Mr. Jack Ward
 1031 Real Estate Exchange LLC
 1114 Harvey ST
 Raleigh, NC 27608




9590 9402 3920 8060 0654 69

2 Article Number (Transfer from service label)

7016 0910 0002 0520 6465

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X  Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

Jack Ward

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

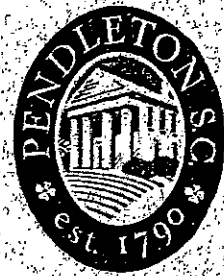
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Town of Pendleton

History, Hospitality, Happenings...HOME

Frank H. Crenshaw
Mayor

Steven Miller
Administrator



November 22, 2019

Mr. Jack Ward
1031 Real Estate Exchange LLC
1114 Harvey Street
Raleigh, North Carolina 27608

RE: Property TMS# 040-10-06-002
Physical Address: 120 Depot St. Pendleton, SC

Dear Mr. Ward:

The property and buildings referenced above have been determined to be unsafe for human occupancy and, therefore, have been condemned for demolition by the Code Enforcement Officer of the Town of Pendleton, South Carolina. The property and the buildings are in violation of the standards set forth in the International Property Maintenance Code (IPMC) Sections 108.1 and 110.1.

In accordance with Section 110.3 of the IPMC, you were given sixty (60) days to demolish or remove the structure. I have enclosed a copy of our initial letter to you, dated September 17, 2019, for your information. As the time period has been exhausted and there has been no demolition or other activity at the site, this is to advise you that the Town of Pendleton has the right to demolish the structure and a lien will be placed on the property if the Town proceeds with demolition.

I have enclosed, for your information, the relevant section of the IPMC as referenced in this letter as well as photographs of the property.

Sincerely,

Norman Durham
Code Enforcement

ND/jh
Enclosures

COUNCIL

Bruce Kalley
Ward 1

Sandra Ganitt
Ward 2

F. Denise Jackson
Ward 3

Scott Ward
Ward 4

Municipal Complex
10 Greenville Street
Pendleton, SC 29670

Phone: 864-646-9409

Fax: 864-646-5425

Email: fo@townofpendleton.org

Website: www.townofpendleton.org

110.3 Failure to comply.

If the *owner* of a *premises* or owner's authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.



LEGAL NOTICE

Town of Pendleton - Code Enforcement Department IPMC
All Occupied Homes - Pendleton, South Carolina 29670 864-645-3409

POSTED

THIS STRUCTURE IS UNFIT FOR HUMAN HABITATION OR OCCUPATION

And is in violation of Town of Pendleton International Property Maintenance Code, in that conditions exist on such property which are dangerous or injurious to the health and safety of occupants of the dwelling or occupants of neighboring dwellings and other residents of the Town of Pendleton.

THE HABITATION OR OCCUPATION OF THIS STRUCTURE IS PROHIBITED BY LAW

It is unlawful for any person, firm or corporation or their agents to remove such notice without written permission of the building official, or any person to enter the structure except for the purpose of making the required repairs or demolishing the same.

[Signature]
Code Enforcement

[Signature]
Town Administrator

THANK YOU FOR YOUR COOPERATION IN THIS MATTER

TMS# 040-10-06-002

ADDRESS: 129 Depot ST, Pendleton, SC 29670

NOTICE OF DEMOLITION

TMS# 040-10-06-002
129 Depot St, Pendleton, SC

will be demolished on or after January 17, 2020

If you have any questions, please contact

Town of Pendleton
310 Greenville St, Pendleton, SC 29670
864-645-9409

This notice is subject to the provisions of the International Property Maintenance Code, which requires that the owner of a structure which is found to be in violation of the code to take the necessary steps to bring the structure into compliance with the code. If the owner fails to do so, the structure may be demolished. The owner of the structure is hereby notified that the structure is subject to demolition. The owner is hereby notified that the structure is subject to demolition. The owner is hereby notified that the structure is subject to demolition.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Jack Ward
 1031 Real Estate Exchange LLC
 1114 Harvey Street
 Raleigh, NC 27608



9590 9402 3920 8060 0653 84

2. Article Number (Transfer from service label)

7016 0910 0002 0520 16564

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

Jack Ward

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



"Protecting Property & Health"

1815 N Blvd
Anderson, SC 29621
864-225-2900- Phone

Structural Repairs
Moisture Control
Asbestos Abatement

November 19, 2019

Mr. Norman Durham
Town of Pendleton
310 Greenville St.
Pendleton, Sc 29670

Dean Hunter & Company is pleased to submit the following quote:

Re:

Former Bantam Chef Restaurant, Pendleton, SC
Asbestos buildings survey and demolition of restaurant and two buildings.

Intent: To provide all professional services, skilled labor, materials, tools, equipment, insurance, permits and fees necessary to render the services.

Description:

The above buildings consist of restaurant building concrete flooring, brick and block and glass walls. Metal roof with roof and overlay.

Two out buildings: One has concrete floor and small out building.

Scope of Work:

- Asbestos buildings survey consist of inspection and sampling building material that are suspect for containing asbestos.
- Building demolition and clean up to include :
- Restaurant building, concrete floor to remain
- Out buildings (two) concrete floor to remain
- Tree removal and clean up
- Chain link fence on left side of building
- Over grown landscape shrubbery, etc.
- Asphalt pavement to remain
- Concrete patio to remain

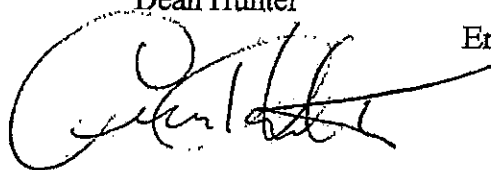
Cost:

| | |
|--|-------------|
| Building Demolition and Miscellaneous Clean Up | \$11,766.00 |
| Asbestos Building Survey: ----- | \$ 1,187.00 |

Thank you for the opportunity to submit this proposal.

Dean Hunter

Email: dhunterco@bellsouth.net

A handwritten signature in black ink, appearing to read 'Dean Hunter', written over a faint dotted line.



Smith Cleaning and Restoration

5310 HWY 76
Pendleton, SC 29670
Phone: 864-225-2760
Fax: 864-225-2764

Client: City of Pendleton
Business: 310 Greenville St.
Pendleton, SC 29670

Home: (864) 646-9409

Operator: SKESINGE

Estimator: Shannon A. Kesinger
Business: 5310 Hwy 76
Pendleton, SC 29670

Business: (864) 934-0314
E-mail: [skesinger@smithcleaningandr
estoration.com](mailto:skesinger@smithcleaningandr
estoration.com)

Type of Estimate: Other

Date Entered: 12/27/2019

Date Assigned:

Date Est. Completed: 12/27/2019

Date Job Completed:

Price List: SCGV8X_DEC19

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2019-12-27-1138



Smith Cleaning and Restoration

5310 HWY 76
Pendleton, SC 29670
Phone: 864-225-2760
Fax: 864-225-2764

2019-12-27-1138

Exterior

| DESCRIPTION | QTY |
|---|----------|
| 1. Dumpster load - Approx. 30 yards, 5-7 tons of debris | 6.00 EA |
| 2. Trackhoe/excavator and operator 4 days, 8hrs | 32.00 HR |
| 3. Rental equipment delivery / mobilization (Bid item) Delivery and Pick up charge | 2.00 EA |
| 4. Demolition Laborer - per hour 3 men, 3 days ground crew for cutting, raking, clearing | 72.00 HR |
| 5. Asbestos test fee - full service survey - base fee | 1.00 EA |
| 6. Tree - tear out and disposal - 12" to 24" diameter | 1.00 EA |
| 7. Remove Chain link fence w/posts & top rail - 4' high - 9 gauge | 40.00 LF |

Labor Minimums Applied

| DESCRIPTION | QTY |
|--------------------------|---------|
| 8. Fencing labor minimum | 1.00 EA |

Grand Total

\$14,395.97

Shannon A. Kesinger



January 3, 2020

Mr. Norman Durham
Code Enforcement
Town of Pendleton

Re: **ESTIMATE FOR DEMOLITION OF RESIDENTIAL STRUCTURES – 120 N DEPOT ST**

| | |
|---|--------------------|
| Asbestos Survey | \$2,484.00 |
| Asbestos Remediation (Allowance) | \$18,500.00 |
| Demolition Permit | \$125.00 |
| Mobilization, Machinery and Labor | \$7,260.00 |
| Freight and Tipping of Demolition Debris | \$17,625.00 |
| **Approximately 25 loads (210 tons) estimated | |
| Clearing, Freight and Tipping of Brush | \$540.00 |
| TOTAL | \$46,534.00 |

Heath Hutchinson

HDH Construction Group, LLC

2654 Fox Run Road

Seneca, SC 29672

864 903 4224 mobile

heath@hdhconstructiongroup.com

SC License # 120522



PENDLETON
SOUTH CAROLINA
History, Hospitality & Happenings!

Town of Pendleton
Department Head Agenda Item Request Form

The South Carolina Freedom of Information Act requires the Town of Pendleton to publicly post the agendas of Town Council meetings. Additionally, all agenda items must be listed on the agenda and must describe the nature of the item(s) being considered. In order to meet these legal requirements, it is necessary to provide us with the following information before it can be placed on the agenda. **The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is Wednesday 12:00 pm before the Council meeting.** Requests received after that time will be scheduled for the following meeting.

Please print or type all information.

Name of person making request: SM/ab **Phone:** 646-9409

Date Submitted: 2/3/2020 **Time Submitted:** 12:24 PM **Meeting Date:** 2/10/2020

Agenda Item Title: CONSIDERATION OF SECOND AND FINAL READING OF AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO

Description: The changes reflected in this amendment are to clarify the original spirit and intent of the Ordinance previously adopted by Town Council regarding annexation of properties outside of Town Limits who utilize our utility services. The amendment also removes the requirement that property owners must comply with the Town's Ordinances and Land Development codes prior to being annexed into Town. After discussions with the Town Attorney it was decided this requirement may subject the Town to a challenge that may render portions of the ordinance invalid.

Recommended Action: Approval

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....
To be completed by Municipal Clerk's Office:

Date Received: 2/3/2020 *Time:* _____ *Council Meeting Date:* 2/10/2020

1st Reading 1-6-2020
2nd Reading 2-10-2020

ORDINANCE NO: 20-01

AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO

The Town Council of the Town of Pendleton (the "*Council*"), the governing body of the Town of Pendleton, South Carolina (the "*Town*"), has made the following findings of fact:

(A) The Town is authorized by the general powers given to municipalities and Section 5-7-60 of the Code of Laws of South Carolina 1976, as amended, to provide water and sewer service ("*Utility Service*") to individuals and properties located outside of the corporate boundaries of the Town by contract.

(B) The Council finds that it is in the best interest of the citizens of the Town that those properties located outside of the Town (the "*Outside Properties*") that request and contract for Utility Service ultimately be annexed into the Town in order to promote the Town's control of growth in its surrounding areas and in order to expand the tax base of the Town.

(C) In order to ensure that the Outside Properties are ultimately annexed into the Town, the Council enacted Ordinance No. 17-09 (the "*Annexation Requirement*") creating such a requirement and requiring the owners of the Outside Properties to execute an agreement to annex into the Town at such time as the property becomes contiguous to the Town's corporate boundaries.

(D) The Council now desires, through the enactment of this Ordinance, to update the Annexation Requirement to comply with current Town practices and procedures.

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

Section 1. By and through the enactment of this Ordinance, the following Sections 02-0 & 03-12 of the Town of Pendleton's Water & Sewer Use Ordinance for the Town of Pendleton (the "*Code*") shall be amended and restated to read in its entirety, as follows:

Section 02-8. Water Service - Outside Town.

The Town reserves the right to negotiate any and all water service outside the Town at its own discretion.

For residential and commercial water line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a water line which can serve only one customer) to the customer's property line nearest the Town's water main (a water line which is capable of serving more than one customer). The Town shall furnish the tap, meter, meter box from the main to the meter. The Town shall maintain the service line up to and including the meter; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a distribution main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

If the Subject Property is contiguous to the Town at the time such request is made, the owner of such property shall be required to submit an annexation petition to the Town prior to the connection to the utility system being made.

If the Subject Property is not contiguous to the corporate boundaries of the Town at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the utility system being made, requiring the owner of the Subject Property, or any subsequent owner, its heirs, assigns and successors, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the Town at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the Town. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.

The annexation declaration will be properly processed and recorded.

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

Section 03-12. Sewer Service - Outside Town.

The Town reserves the right to negotiate any and all sewer service outside the Town at its own discretion.

For residential and commercial sewer line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a sewer line which can serve only one customer) to the customer's property line nearest the Town's sewer main (a sewer line which is capable of serving more than one customer). The Town shall furnish the tap, and pipe from the main to the customer's property line; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a collection main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

If the Subject Property is contiguous to the Town at the time such request is made, the owner of such property shall be required to submit an annexation petition to the Town prior to the connection to the utility system being made.

If the Subject Property is not contiguous to the corporate boundaries of the Town at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the utility system being made, requiring the owner of the Subject Property, or any subsequent owner, its heirs, assigns and successors, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the Town at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the Town. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.

The annexation declaration will be properly processed and recorded.

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

Section 2. The form of the Declaration of Annexation Covenant (the "*Covenant*") is set forth in Exhibit A hereto. The Town Administrator is hereby authorized to modify or amend the Covenant in a manner that is not adverse to the Town and that does not alleviate the requirements of Section 02-08 & 03-12 of the Water & Sewer Use Ordinance. The Town Administrator, or authorized

designee, is hereby authorized to accept any such Covenant, and to take all action necessary to record such Covenant in the property records of Anderson County. The Town Administrator, or authorized designee, is further authorized to take such action, in accordance with Paragraph 8 of the Covenant, to act as Attorney in Fact for the owner of such property in order to execute an Annexation Petition with respect to such property.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Nothing in this Ordinance hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 5. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by the Council.

DONE AND ENACTED IN COUNCIL ASSEMBLED, this _____ day of _____ 20____.

**TOWN OF PENDLETON, SOUTH
CAROLINA**

[SEAL]

Frank H. Crenshaw, Mayor

ATTEST:

Amber L. Barnes, Clerk to Town Council

EXHIBIT A
FORM OF
DECLARATION OF RESTRICTIVE COVENANT

NOW THEREFORE, in consideration of the provision of Utility Services by the Town, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "***Utility Services***" means and refers to water or sewer services, or both, provided by the Town pursuant to the terms of the Utility Service Agreement, including but not limited to, (i) ongoing water or sewer service; (ii) a service tap from existing water or sewer lines, (iii) an extension of water or sewer mains, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Utility Service Agreement, the Town has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the Town has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the Town be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the Town (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the Town's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

A. The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentment by the Town. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the Town, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the Town, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions, in the event prior annexation efforts are unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the Town's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. Upon any division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the Town; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is the sole owner in fee simple absolute of the Subject Property. Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of ten days from the date of this Covenant, in order to allow the Town time to have this Covenant recorded in the Office of the Register of Deeds for Anderson County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Utility Service Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the Town; (ii) general terms, conditions, and policies upon which Utility Service is made available by the Town; and (iii) the payment to the Town when due such water or sewer charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the Town, except for a termination of Utility Services pursuant to Section 3B(ii) above.

4. Restrictive Covenant. THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE TOWN A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS RESTRICTIVE COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (A) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE TOWN; OR (B) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY THE TOWN'S UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO SUBJECT PROPERTY THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for the County of Anderson, State of South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit "A."

7. **Grant of Right of Way.** The Owner grants the Town a right-of-way on and through the Subject Property as reasonably necessary for the Town's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **Grant of Power of Attorney.** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the Town Administrator of the Town of Pendleton, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the Town.

9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the Town may, at its option, require additional approvals and conditions for continued Utility Service thereon.

10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the Town may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the Town as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the Town may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the Town may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the Town shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the Town shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the Town as a result of or in response to the Owner's default.

11. **No Waiver.** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the Town, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the Town to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the Town fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.

13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.

14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the Town. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **No Waiver.** No waiver of a breach of any of the covenants or promises of this Covenant shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.
18. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
19. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
20. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the Town, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
21. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder
22. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
23. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Owner duly executes this Declaration of Restrictive Covenant as of the date first written above.

WITNESS #1

OWNER(S) OF SUBJECT PROPERTY

Print Name: _____

Print Name: _____

Contact Info: _____

WITNESS #2 (Notary Public)

Print Name: _____

Contact Info: _____

Print Name: _____

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s) he saw the within named property owner, sign, seal and as his act and deed, deliver the within Declaration of Annexation Covenant and that (s) he with the other witness named above witness the execution thereof.

Notary Signature

SWORN BEFORE ME this _____ day of _____, 20_____

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

Received By: _____

Date: _____

The Town hereby accepts the Declaration of Annexation Covenant set forth herein.

TOWN OF PENDLETON, SOUTH
CAROLINA

Town Administrator

Exhibit A

Legal Description of Property/Copy of Deed

**ATTACHED SHOWS ALL THE CHANGES THAT ARE
INCLUDED IN THE AMENDMENT.**

Red font indicates added text, and strikethrough indicates deleted text.

Section 02-7. Water Service Extensions - Inside Town.

For residential and commercial water line extensions inside the Town, when feasible the Town shall furnish, construct, and install a service line (a water line which can serve only one customer) to the customer's property line nearest the Town's water main (a water line which is capable of serving more than one customer). The Town shall furnish the tap, meter, meter box and pipe from the main to the meter. The Town shall maintain the service line up to and including the meter; provided, it is located on a public right-of-way or easement. In case where further development is anticipated, the Town may elect to extend a distribution main sized to meet the future demands of the area.

Section 02-8. Water Service Extensions - Outside Town.

The Town reserves the right to negotiate any and all water extensions service outside the Town at its own discretion.

For residential and commercial water line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a water line which can serve only one customer) to the customer's property line nearest the Town's water main (a water line which is capable of serving more than one customer). The Town shall furnish the tap, meter, meter box from the main to the meter. The Town shall maintain the service line up to and including the meter; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a distribution main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

If the Subject Property is contiguous to the Town at the time such request is made, the owner of such property shall be required to submit an annexation petition to the Town prior to the connection to the utility system being made.

If the Subject Property is not contiguous to the corporate boundaries of the Town at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the utility system being made, requiring the owner of the Subject Property, or any subsequent owner, its heirs, assigns and successors, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the Town at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the Town. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.

~~Before the Town agrees to initiate the provision of town water to any rural parcel of property regardless of whether the rural property is already developed or underdeveloped, the rural property owner must properly execute an annexation agreement under which the property owner, its heirs, assigns and successors, shall agree to execute a petition to annex as often as requested by the town council. The annexation agreement shall require the affected property owner to abide by all town zoning, building, landscape, and sign regulations for the zone which is most appropriate for the use of existing property or for the development plans proposed for the underdeveloped property. The owner of underdeveloped property will be required to pay for and secure all appropriate town building and zoning permits as if the underdeveloped property was already in the town. The annexation agreement declaration will be properly processed and recorded. The subject property will be annexed whenever town council determines annexation of the property is appropriate~~

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

~~In order to provide Town water to residential subdivisions outside the Town limits, the developer shall be required to comply with the Town regulations contained in the Land Development Regulations of the Town of Pendleton.~~

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

Section 02-9. Tap Fees - Inside Town and Outside Town.

Tap fees shall be based on the size service connection and meter required. Tap fees in Town shall be in accordance with the water system charges as periodically adopted and published by the Town.

Tap fees and meters above the size of two inches shall be negotiated and shall include all costs associated with the installation.

The customer shall pay in advance when application is made at Town Hall.

Section 02-10. Computation of Charges When Meter Fails to Register; Unwarranted Testing of Meters.

In case where a water meter fails to register, the monthly charges shall be determined by the average of the three most recent months of consumption preceding the malfunction.

Unwarranted testing of water meters shall be charged to the customers, and this charge shall not be less than the actual cost of shipping and testing the meter.

Section 02-11. Tapping Street Mains, Laying Service Pipe, etc.

7. Compliance sampling and monitoring conducted by the Town;
8. Submittal of semiannual pretreatment program reports to S.C. DHEC;
9. Compliance inspections and audits conducted by S.C. DHEC of pretreatment program;
10. Clerical activities associated with records retention, correspondence, etc.
11. POTW toxicity tests (influent and effluent);
12. Professional/consultation fees associated with pretreatment program administration;
13. Annual publications of significant non-compliance; and
14. Equipment and supplies.

Section 03-11. Sewer Extensions - Inside Town.

For residential and commercial sewer line extensions inside the Town, when feasible, the Town shall furnish, construct, and install a service line (a sewer line which can serve only one customer) to the customer's property line nearest the Town's sewer main (a sewer line which is capable of serving more than one customer). The Town shall furnish the tap and pipe from the main to the customer's property line; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a collection main sized to meet the future demands of the area.

In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement.

Section 03-12. Sewer Extensions Service - Outside Town.

The Town reserves the right to negotiate any and all sewer extensions **service** outside the Town at its own discretion.

For residential and commercial sewer line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a sewer line which can serve only one customer) to the customer's property line nearest the Town's sewer main (a sewer line which is capable of serving more than one customer). The Town shall furnish the tap, and pipe from the main to the customer's property line; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a collection main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change

in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

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~~Before the Town agrees to initiate the provision of town water to any rural parcel of property regardless of whether the rural property is already developed or underdeveloped, the rural property owner must properly execute an annexation agreement under which the property owner, its heirs, assigns and successors, shall agree to execute a petition to annex as often as requested by the town council. The annexation agreement shall require the affected property owner to abide by all town zoning, building, landscape, and sign regulations for the zone which is most appropriate for the use of existing property or for the development plans proposed for the underdeveloped property. The owner of underdeveloped property will be required to pay for and secure all appropriate town building and zoning permits as if the underdeveloped property was already in the town. The annexation agreement **declaration** will be properly processed and recorded. The subject property will be annexed whenever town council determines annexation of the property is appropriate~~

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

~~In order to provide Town water to residential subdivisions outside the Town limits, the developer shall be required to comply with the Town regulations contained in the Land Development Regulations of the Town of Pendleton.~~

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

Section 03-13. (Reserved).



PENDLETON
SOUTH CAROLINA
History, Hospitality & Happenings!

**Town of Pendleton
Department Head Agenda Item Request Form**

The South Carolina Freedom of Information Act requires the Town of Pendleton to publicly post the agendas of Town Council meetings. Additionally, all agenda items must be listed on the agenda and must describe the nature of the item(s) being considered. In order to meet these legal requirements, it is necessary to provide us with the following information before it can be placed on the agenda. **The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is Wednesday 12:00 pm before the Council meeting.** Requests received after that time will be scheduled for the following meeting.

Please print or type all information.

Name of person making request: SM/ab **Phone:** 646-9409

Date Submitted: 12/12/2019 **Time Submitted:** 11:14 AM **Meeting Date:** 1/6/20

Agenda Item Title: CONSIDERATION OF FIRST READING OF AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO

Description: The changes reflected in this amendment are to clarify the original spirit and intent of the Ordinance previously adopted by Town Council regarding annexation of properties outside of Town Limits who utilize our utility services. The amendment also removes the requirement that property owners must comply with the Town's Ordinances and Land Development codes prior to being annexed into Town. After discussions with the Town Attorney it was decided this requirement may subject the Town to a challenge that may render portions of the ordinance invalid.

Recommended Action: Approval

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....
To be completed by Municipal Clerk's Office:

Date Received: 12-12-19 *Time:* _____ *Council Meeting Date:* 1-6-20



PENDLETON

SOUTH CAROLINA

History, Hospitality & Happenings!

Town of Pendleton Department Head Agenda Item Request Form

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Requests received after that time will be scheduled for the following meeting.

Please print or type all information.

Name of person making the request: Tony Cirelli

Phone: (864) 245-0523

Date Submitted: 12/23/19

Time Submitted: 3:45p.m.

Meeting Date: 1/06/20

Agenda Item Title: the consideration of an ordinance to amend the official zoning map of the Town of Pendleton on SC 187 in "The Grove " from Area Wide Business (AB) to Medium Density Residential (R-3). The Planning Commission is recommending that Town Council rezone 24.34 acres in the Grove Development from AB to R-3 for the Owner/Developer, Mr. Richard Bennett.

The Planning Commission held a public hearing on October 10, 2019, the hearing was advertised in Anderson Independent Mail newspaper on 9/24/2019 (See attached), and the property was posted along the right of ways with rezoning notices.

Description: This request would allow an approximate 24.34-acre tract of property located off SC Highway 187 to be re-zoned to R-3, to be used for a single-family development to be known as Belvedere Subdivision. This property can also be identified on the Anderson County Tax Map as TMS # 041-00-04-004.

Recommended Action: The Pendleton Planning Commission and Staff recommend that the Council approve R-3 zoning for this approximately 24.34-acre parcel for residential use.

2nd & Final Reading 2-10-2020



PENDLETON

SOUTH CAROLINA

History, Hospitality & Happenings!

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

To be completed by Municipal Clerk's Office:

Date Received: 12/24/19 Time: _____ Council Meeting Date: 1/6/2020

First Reading 1-6-2020



PENDLETON

SOUTH CAROLINA

History, Hospitality & Happenings!

Staff report to Town Council
Meeting
January 6, 2020
7 pm

- 1) Applicant: Rich Bennett
- 2) Owner: Clemson Grove Investments
- 3) Address: SC 187, (Wild Hog Road)
- 4) Request: To rezone the property from AB to R-3 Residential Medium Density Residential.
- 5) Approximate size: Approximately 24.34 acres
- 6) Road Names /location: Off Wild Hog Road, north side of SC187.
- 7) Existing Zoning: AB Area Wide Business
- 8) Water and Sewer: The Town of Pendleton provides sewer, and Water is provided by Sandy Springs Water Company.
- 9) TMS #'s: 041-00-04-004 Pt Of.
- 10) Application fee Paid

Staff Evaluation:

In reviewing this application, staff notes that the applicant has requested to rezone this 24.34 acre-parcel from (AB) Area-Wide Business to (R-3) Residential Medium Density (8,000 sqft lots). This proposed single-family subdivision has received preliminary approval for the design of the subdivision and roadways from the Planning Commission and is now awaiting Town Council's action on the rezoning so the developer (Rich Bennett) can begin the engineering and construction upon approval of the requested rezoning.

In the beginning, the entire "Grove Development" was zoned Area Wide Business (AB), which allows commercial and residential zoning within the Town of Pendleton. Mr. Rich Bennett's master plan for the 400 + acres annexed into Pendleton Town limits, includes many different uses. These uses include mini warehousing, multi-family residential, and single-family residential. Because AB zoning allowed all the proposed uses at the original adoption of the Infrastructure Development Agreement Ordinance Number 16-07, the property would not need further rezoning for the developer to execute his plan. These rezonings are being conducted so that in the future, incompatible uses are not located next to one another.



PENDLETON

SOUTH CAROLINA

History, Hospitality & Happenings!

The Planning Commission considers issues related to “Land Development Regulations.” The Planning Commission also addresses many aspects of the Subdivision and Land Development Ordinances, like Section 7.1,1, a. (General Site Design), as required by Town Council and specified in State Law. The Planning Commission’s approval of the preliminary plat is contingent upon the approval of re-zoning being approved at second reading by Pendleton Town Council.

Staff recommendation:

Staff recommends that Council approve rezoning of this 24.34-acre parcel at second reading.

Ordinance Number: _____

**State of South Carolina
County of Anderson
Town of Pendleton**

Ordinance

The consideration of an Ordinance to amend the official zoning map of the Town of Pendleton on S.C. 187 in "The Grove" from (AB) Area Wide Business to (R-3) Medium Density Residential for the owner/developer Mr. Rich Bennett.

WHEREAS, this request would allow a 24.34-acre tract of property located in the Grove on S.C. 187 to be rezoned from (AB) Area Wide Business, to (R-3) Medium Density Residential. This property can also be identified as (TMS # 041-00-04-00-004) and has applied to Pendleton Town Council to request a rezoning.

WHEREAS, the Pendleton Planning Commission, held a public hearing on October 10, 2019, to recommend approval of this proposed re-zoning change to the Town's Zoning Ordinance, and;

WHEREAS, the Pendleton Town Council concurs with and accepts the recommendation of the Town's Planning Commission and Staff for allowing this rezoning of the 24.34-acre of land for the property owner/developer Rich Bennett;

WHEREAS, the Town Council finds the description of this property to be as follows starting on the northeast corner of the property running west this property runs; N74 degrees 38' 25.38"W for 1140.2' to N61 degrees 16' 40.33"W for 76.1' to N74 degrees 28' 08.53" W for 547.9 to N14 degrees 45'08.47"E for 346.061' to S66 degrees 16' 13.76"E for 48.11'to N 11 degrees 50'14.37" E for 276.474 to N47 degrees 26' 59' 70 " W for 1780.270' to S19 degrees 41'12" W for 250.91' to S14 degrees 17'50"W for 50.01' to S12 degrees 44' 04" W for 37.24' to S12 degrees 17' 23.76"W for 118.257' to S17 degrees 42' 33"W for 130.68' to the point of beginning.

Then, Let it Therefore Be Ordained, BY THE MAYOR AND COUNCIL OF THE TOWN OF PENDLETON, SOUTH CAROLINA, that the property totaling 24.34 acres located off S. C. 187, (TMS# 40-00-04-004) and being in the Town of Pendleton this rezoning is hereby approved. This Ordinance shall be effective upon the completion of second reading by this Town Council.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2020.

Mayor, Town of Pendleton

Council Person, Ward 1

Council Person, Ward 2

Council Person, Ward 3

Council Person, Ward 4

Clerk, Town of Pendleton

Planning Commission

Public Hearing: _____

1st Reading: _____

2nd Reading: _____

Page 2 of 2

The consideration of an Ordinance to amend the official zoning map of the Town of Pendleton on S.C. 187 in "The Grove" from (AB) Area Wide Business to (R-3) Medium Density Residential for the Owner/Developer Mr. Rich Bennett.

Independent Mail

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: TOWN OF PENDLETON
Address: 310 GREENVILLE ST
PENDLETON SC 29670-1419
USA

Ad No.: 0003806270
Pymt Method: Invoice
Net Amt: \$101.50

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/24/19

Text of Ad:

PUBLIC NOTICE

The Town of Pendleton Planning Commission will hold a Public Hearing in Council Chambers of Town Hall, Thursday, October 10, 2019 at 6:00 pm to receive public comments on the proposed rezoning of 24.34 acres across from Pendleton High School from AB (Area wide Business) to R-3 (Residential, medium density) This property can also be identified on the Anderson County Tax Map as (TMS# 041-00-04-004 pt.0f). The meeting is open to the public.

Independent Mail

PART OF THE USA TODAY NETWORK

Legal Advertising

| | | | |
|-----------------|--|---------------|----------------|
| Name: | TOWN OF PENDLETON | | |
| Address: | 310 GREENVILLE ST PENDLETON, SC, 29670-141929670-1419 | | |
| Ad No: | 0003806270 | Class: | Public Notices |
| | | Rate: | Legal Rate |
| | Publish Dates: | | Lines: |
| | Tuesday, September 24, 2019 | | 14.00 |

I, Sirona Bohland being the Legal Advertising Agent for The Independent Mail, do hereby testify that the attached legal ad was published on 14 lines for 1 consecutive weeks, as set forth above, in the Independent Mail beginning on 09/24/2019 and ending on 09/24/2019

Sworn to and Subscribed before me this 24 day of September, 2019

Sirona Bohland

Legal Advertising Clerk

Tara Mondloch

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

The Independent Mail 1000 Williamston Rd. Anderson, SC 29625

Belvedere sub
SITE
24.34
ACRES

SP
187

Pendleton
High school

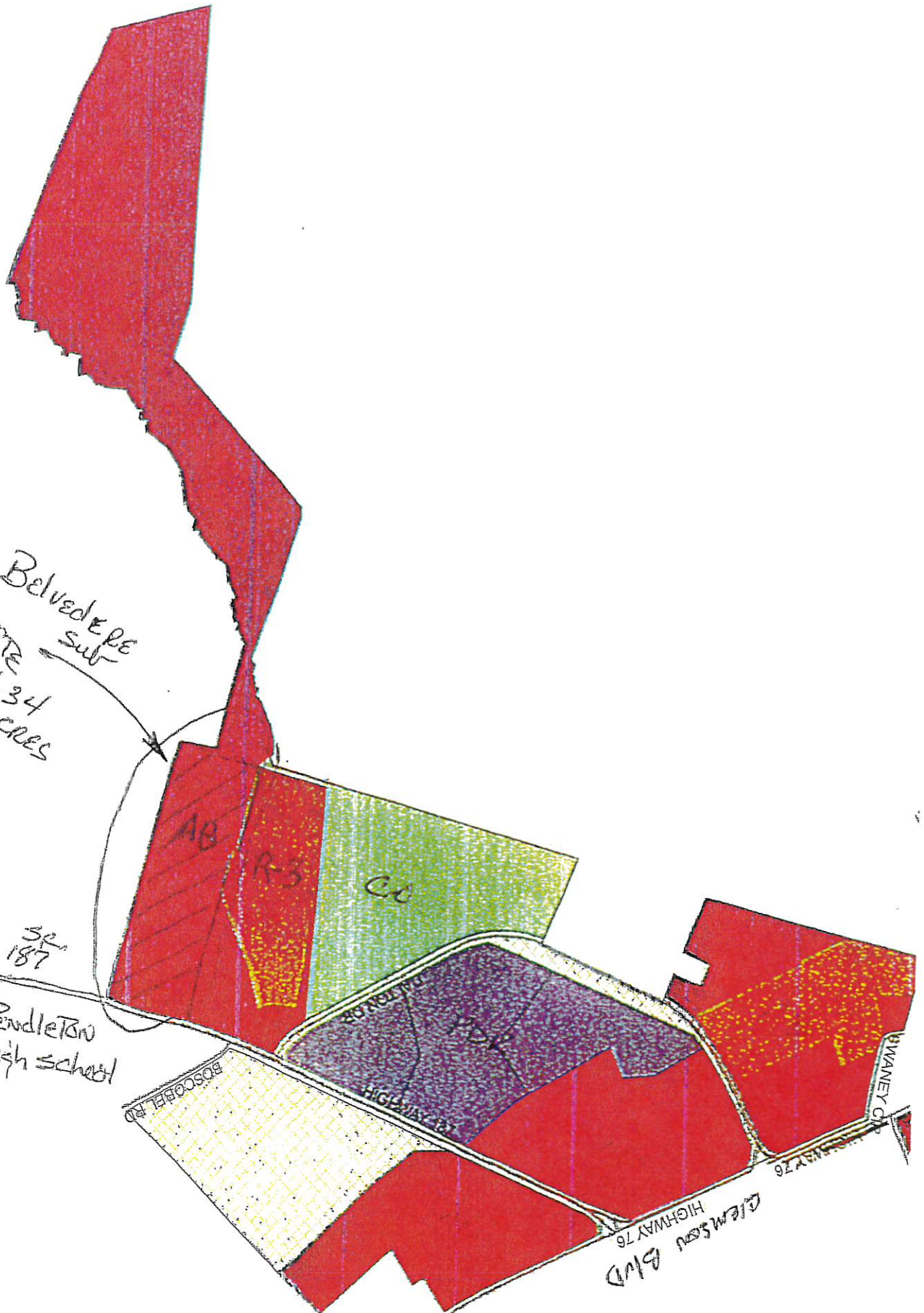
BOSCOBEL RD

BONNELL RD
HIGHWAY 76

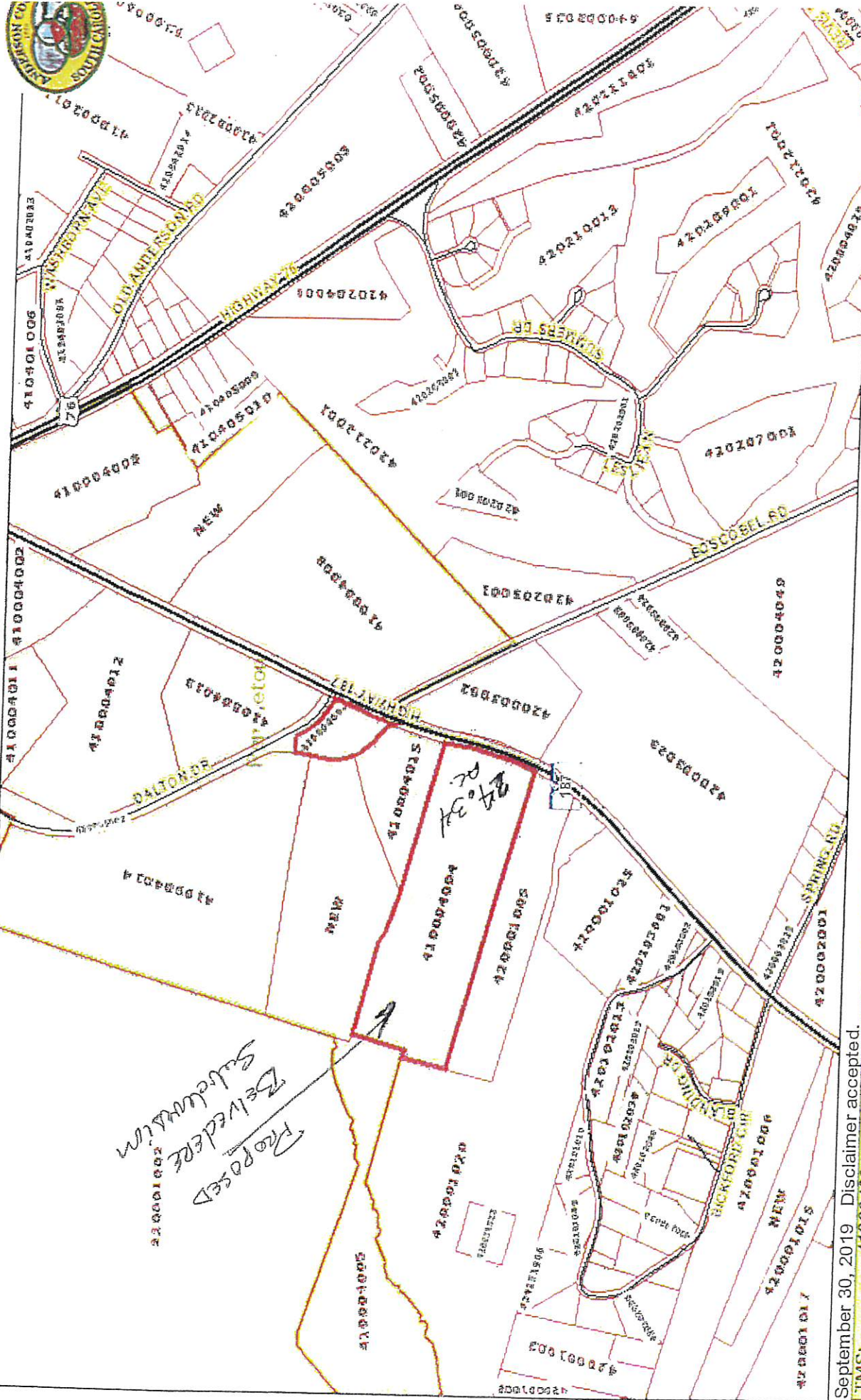
GLENSIDE BLVD
HIGHWAY 76

BYWAY C

76



Anderson County



1 in = 807 ft
 0 0.075 0.15 0.25 0.3 mi
 0 0.125 0.25 0.5 km

ESRI, Highland Mapping, and Anderson County GIS



September 30, 2019 Disclaimer accepted.

| | |
|----------------|-------------------------------|
| TMS: | 410004004 |
| Owner: | CLEMSON GROVE INVESTMENTS LLC |
| Owner Address: | 6004 HWY 24 |
| City/State: | TOWNVILLE SC |
| Deed Book: | 11392 |
| Tax District: | 44 |
| Safe Year: | 2014 |
| Deed Page: | 167 |
| Description: | PT TR 4 DALTON DR 46.05 AC |
| Sale Price: | \$4,297,000 |
| Market Value: | \$828,900 |
| Zip Code: | 29689 |