

TOWN OF SWANSEA

JERALD E SANDERS
MAYOR



LINDA G BUTLER
MICHAEL LUONGO
DORIS W. SIMMONS
COUNCIL

WOODROW DAVIS, JR.
MAYOR PRO-TEM

Swansea, South Carolina

RESOLUTION NO. 2020 06 15

**A CONTINUING RESOLUTION TO AUTHORIZE EXPENDITURES FOR
THE TOWN OF SWANSEA UNTIL THE ADOPTION OF THE 2020-2021
BUDGET AND OTHER MATTERS RELATED THERETO.**

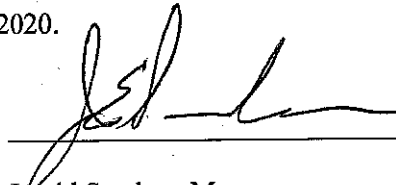
WHEREAS, the Town of Swansea is required by Article X, Section 7(b) of the constitution of the State of South Carolina to adopt an annual balanced budget; and

WHEREAS, the Town of Swansea is following the procedure and statutory requirements for adoption of an annual budget; and

WHEREAS, the 2020-2021 budget will not be adopted prior to the beginning of the 2020-2021 fiscal year on July 1, 2020 due to the Coronavirus Pandemic, State of Emergency and other related matters.

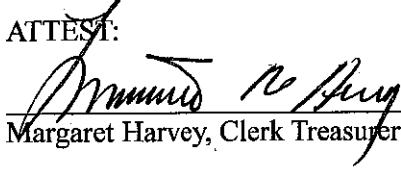
NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Town Council of the Town of Swansea, South Carolina, in Council duly assembled and by the authority thereof, that the Town of Swansea hereby adopts a continuing resolution whereby the Town of Swansea is authorized to pay all ordinary, necessary and proper obligations of the Town, including employee payroll, which are of the nature and at the level appropriated in the 2019-2020 budget for an additional 60 days, beginning July 1, 2020 until August 30, 2020 or until such time as the 2020-2021 budget has been properly adopted if prior to August 30, 2020.

Adopted this 15th day of June, 2020.



Jerald Sanders, Mayor

ATTEST:



Margaret Harvey, Clerk Treasurer

TOWN OF SWANSEA

JERALD E SANDERS
MAYOR



LINDA G BUTLER
MICHAEL LUONGO
DORIS W. SIMMONS
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WOODROW DAVIS, JR.
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Swansea, South Carolina

RESOLUTION NO. 2020 06 15

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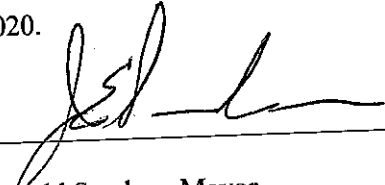
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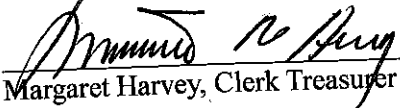
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Jerald Sanders, Mayor

ATTEST:



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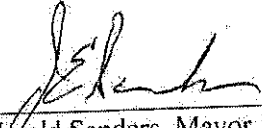
A RESOLUTION COMMITTING THE TOWN OF SWANSEA TO PROVIDING A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS.

BE IT RESOLVED BY THE SWANSEA TOWN COUNCIL here assembled on this 27th day of September 2019, that the Town Council hereby commits to provide a local cash\ in-kind match of at least \$1,250, which equals the minimum five-percent local match required by the Municipal Association of South Carolina, to support the Town of Swansea's application for a \$25,000 Hometown Economic Development Grant. These grant and local matching funds will be used to purchase a digital community information sign.

BE IT FURTHER RESOLVED that the Council will follow its procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

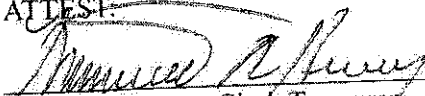
This resolution is made in regards to the submission of an application for Hometown Economic Development funds to the Municipal Association of South Carolina on or before September 27, 2019.

Adopted this 27th day of September 2019.



Jerald Sanders, Mayor, Town of Swansea

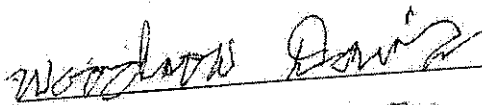
ATTEST:



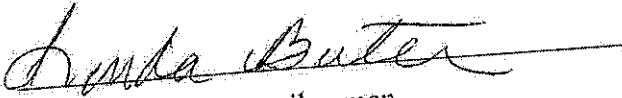
Margaret Harvey, Clerk Treasurer
Swansea, South Carolina

A RESOLUTION COMMITTING THE TOWN OF SWANSEA TO 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.

Town of Swansea, South Carolina



Woodrow Davis - Mayor Pro Tem



Linda Butler - Councilwoman

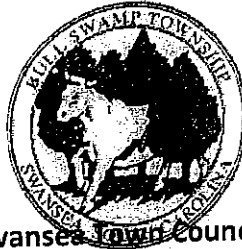
David Martin - Councilman

Michael Luongo - Councilman

September 27, 2019

Town of Swansea

JERALD SANDERS
Mayor
WOODROW DAVIS, JR.
Mayor Pro-Tem



DAVID MARTIN
LINDA G. BUTLER
MICHAEL LUONGO
Council

Swansea Town Council
Swansea South Carolina
Special Call Meeting

September 27th, 2019

3:00 P.M.

Swansea Municipal Building Courtroom, 320 West Third Street

Agenda

Meeting call to order

Notification

- RESOLUTION: RESOLUTION COMMITTING THE TOWN OF SWANSEA TO PROVIDING A LOCAL MATCHING FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCURMENT POLICY WHEN SECURING AND PRODUCTS WITH GRANT FUNDS.
- RESOLUTION: AUTHORIZATION \$5000.00 PAYMENT TO THE DICKEY LAW GROUP/ IN LIEU OF REPRESENTATION OF THE TOWN OF SWANSEA.

ADJOURNMENT

Posted 09/26/2019
Margaret R. Harvey
Clerk/Treasurer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
TOWN OF SWANSEA)

RESOLUTION APPOINTING
JERALD E. SANDERS. AS A MEMBER
TO THE JOINT MUNICIPAL WATER AND
SEWER COMMISSION

WHEREAS, the Town of Swansea Town Council wishes to appoint Jerald E. Sanders as a member to the Joint Municipal Water and Sewer Commission, until further notice; and

WHEREAS, in Council duly assembled on January 22, 2018, the Town of Swansea Council officially appoints Jerald E. Sanders, as a member to the Joint Municipal Water and Sewer Commission to represent the Town of Swansea, until further notice.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Swansea this 22nd day of January 2018.

Attest:

Lorraine D. Abel
1-22-18

JERALD E. SANDERS
Mayor, Jerald E. Sanders

WOODROW DAVIS
Mayor Pro-tem, Woodrow Davis, Jr.

LINDA BUTLER
Councilwoman Linda Butler

DAVID MARTIN
Councilman David Martin

RESOLUTION OF THE Town OF SWANSEA

BUDGET RESOLUTION

DATE 08-20-2018

.....


The Town of Swansea adopted a Fiscal Year 2017/2018 Budget upon which it has been operating since January 2018; and

The Town of Swansea has not adopted a Fiscal Year 2018/2019 Budget as of this date; and

The Town of Swansea continues to operate under the Fiscal Year of 2017/2018 Budget beyond the June 30th, 2018 deadline to adopt the Fiscal Year 2018/2019 Budget; and

The Town of Swansea is currently preparing the Fiscal Year 2018/2019 Budget;

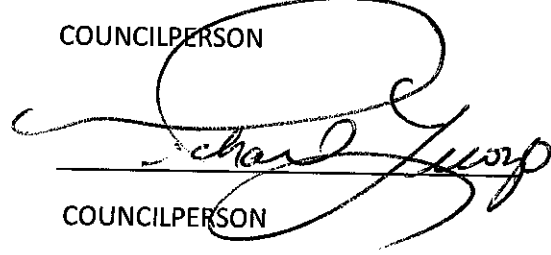
Now There Be it Resolved, that the Town of Swansea extends the Fiscal Year 2018/2019 Budget through June 30th, 2018 to allow for the completion of the Fiscal Year 2018/2019 Budget.



MAYOR



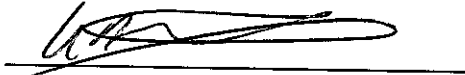
COUNCILPERSON



COUNCILPERSON

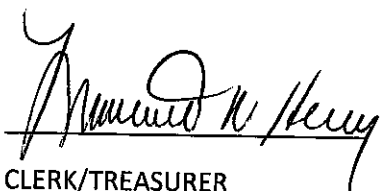


COUNCILPERSON



COUNCILPERSON

ATTEST



CLERK/TREASURER

TATE OF SOUTH CAROLINA) INTERGOVERNMENTAL OPERATION
TOWN OF SWANSEA) AGREEMENT FOR RURAL
BULL SWAMP RURAL) WATER SYSTEM
WATER COMPANY, INC.)

This agreement, made and entered into as of this 27th day of Feb., 2012, by and between the Bull Swamp Rural Water Company, Inc., a non-profit corporation, created and existing pursuant to S.C. Code Ann. § 6-13-10 *et seq.* (herein after referred to as "BSWR"), and the Town of Swansea, both municipal corporations, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (herein after referred to as "Swansea").

WITNESSETH:

WHEREAS, Bull Swamp Rural Water Company, Inc. is duly authorized to operate a water system; and

WHEREAS, Swansea are duly authorized to operate a water system; and

WHEREAS, both recognize the challenges of obtaining the services of licensed operators in rural areas; and

WHEREAS, both recognize the financial challenges of procuring and maintaining equipment for water and sewer operations; and

WHEREAS, both recognize the critical need that exists for provision of said operations; and

WHEREAS, Swansea is authorized by Article VIII, Section 13 of the South Carolina Constitution to enter into agreements for the joint exercise of governmental functions such as the provision of water and sewer service;

WHEREAS, Bull Swamp Rural Water Company, Inc. is vested, pursuant to § 6-13-50 of South Carolina Code of Laws, with all such powers as may be necessary or incidental to carry out its purpose, functions, and responsibilities of rural community water district; and

WHEREAS, Swansea recognizes that serving the residents and businesses located within its respective service area will serve a valid public purpose;

NOW, THEREFORE, BE IT AGREED, in consideration of the mutual promises, and mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

SECTION I- ORGANIZATIONS

Each entity acknowledges that it is duly qualified and authorized to enter into this Agreement with the other and to carry out the terms and provisions thereof, and no action required of either in respect to this Agreement will constitute a violation of law or will conflict with or breach any indenture, contract, judgment, consent decree or other edict, judicial or administrative, to which each entity, is a party or whereby the entity is bound.

SECTION II -TERM OF AGREEMENT

The term of this Agreement shall be for a term of five (5) years, beginning on January 1, 2017 and ending December 31, 2022, and shall automatically renew for a term of five (5) years unless one of the entities to the Agreement provides written notice of intent to terminate. Said notice must be given by either entity in writing no later than ninety (90) days prior to expiration of the contract term.

Either entity may cancel this contract for any reason by giving ninety (90) days written notice of intent to terminate to the other entity. Cancellation of the contract will require a majority vote by noticing Town Council or Commission to be valid. BSRW agrees that the Town of Swansea employees shall not be recruited and remain the employees of the Town of Swansea.

SECTION III- BULL SWAMP RESPONSIBILITY

- a. BSRW shall pay \$7,425.00/ per month to the Town of Swansea for the services provided in Section V. This amount shall be due in full on the 1st day of each month.
- b. The month payment shall include payment for the following:
 - i. Meter Reading-
 1. Notwithstanding the above stated, the Town of Swansea will not provide manual meter readings, asphalt repair, or other projects not related to water. Further, bulk replacement of radio-read meters shall be contracted out or paid in addition to the terms of this Agreement.
 2. Provide manual meter reading performed by BSRW current contractor. BSRW would continue to cover the costs of BSRW contract manual meter reading.
 3. BSRW may convert its system to radio-read meters.
 4. If BSRW chooses to switch to radio read meters, Swansea would provide meter reading & re-read service in Swansea overall current Service Order Labor quote.
- c. This amount shall be reviewed after one (1) year and again in two (2) year intervals to determine if adjustment is justified due to operational expenses. Any proposed adjustments shall be provided to BSRW and Swansea in written form with documentation showing actual

costs incurred and requested amendments. Shared fees for those expenses shall at no time exceed 50% of incurred costs.

- d. **Default-** Any non-payment by BSRW shall constitute default and be grounds for cancellation of the contract. In the event of default, BSRW shall be given 15 days to correct the non-compliance. There will be a late charge applied of 1.5% per month late.

SECTION IV-Distribution Main Repairs or Replacement

- a. **Large Repairs-** Large repairs continue to be accomplished by BSRW current contractor or any contractor BSRW chooses.
- b. **All leak repairs-** Swansea Town utility personnel will first inspect all leak repairs and determine appropriate corrective action.
- c. **Service line leaks-** Swansea Town utility personnel will perform the repairs.
- d. **Larger Main leaks-** Preapproved contractors will perform the repairs. Swansea Town utility personnel shall provide oversight. Oversight includes distribution system operation to insure repair flushing and valve operation is completed as needed.
- e. **Multiple leaks-** In the event of multiple leaks over the capabilities of the Swansea Town utility personnel ability to address in a reasonable and timely manner, BSRW shall approve and engage the necessary outside contractors to perform that excess work. When needed, BSRW shall engage, at its expense, the necessary subcontractor to perform bores. Swansea Town utility personnel shall provide oversight.

SECTION V- SWANSEA RESPONSIBILITIES

The Town of Swansea will provide the services currently provided by Swansea for BSRW. The service charges shall include the following:

- a. **Administrative Services-** To include use of meeting rooms at the Swansea Town Hall (as can reasonably be scheduled) and payment acceptance at the Swansea water department office;
 - i. Town of Swansea **shall** be responsible for:
 - a) provide the Utility Manager;
 - b) accounts receivable from BSRW customers;
 - c) accept BSRW walk-in customer payment;
 - d) maintain all related customer paperwork;
 - e) make deposits of BSRW's payments received; and
 - f) provide monthly deposit reports for BSRW.
- b. **Service Order Labor-** Routine and emergency service work response is as outlined in Section **VI**.

- c. **On-Call Coverage-** Twenty-four (24) hours on-call coverage, which means emergency repairs as outlined in Section IV, subsections b, c, d, and e. Swansea Town utility personnel shall provide oversight as outlined in those sections.
- d. **Distribution System Maintenance & Service Line Repairs-** Routine distribution system annual maintenance as required by SCDHEC. Input BSRW contractor's readings from the handheld device as provided into the billing system as part of our administrative fee.
- e. **Materials-** Swansea will use the current BSRW materials stock on hand at which point Swansea would maintain an adequate stock of the routine materials needed for service line repairs and common main repair parts. Any material used after BSRW's stock is exhausted shall be billed accordingly to BSRW. **See Exhibit A.**
- f. **Service Cost-** Service charges is cumulative total of **\$7,425.00/ per month** with the follow:
 - i. This will also include work related transportation expenses for the backup licensed operators; and
 - g. BSRW agrees to bear the burden of the cost for its own parts, including but not limited to: pipes, fittings, repair bands, chemicals, etc. BSRW agrees to share water equipment to support the needs of either system, but shall be individually responsible for the costs associated with repair or replacement of their respective equipment.
 - h. BSRW agrees to provide a mini-excavator, repair and maintenance of equipment for use in fulfilling the terms of this contract.

SECTION VI- UTILITY MANAGER, OPERATOR OF RECORD AND/OR STAFF DUTIES, RESOLUTION OF CONFLICTS AND COMPENSATORY TIME

Swansea agrees that the Utility Manager, Operator of Record and/or staff shall spend adequate time in BSRW daily to insure compliance with the terms of this agreement. BSRW agrees that the Utility Manager, Operator of Record and/or staff shall not be required to be on site for any specified amount of time. If at any time a conflict in Utility Manager, Operator of Record and/or staff duties occurs between the respective systems, the following order shall establish the Utility Manager, Operator of Record and/or staff priorities:

- a. System failure or probable failure
- b. Regulatory compliance
- c. Customer service
- d. Preventative Maintenance
- e. Other issues.

Utility Manager, Operator of Record and/or staff over-time hours (defined as over 40 hours per week) must be requested and approved by Swansea. Compensatory Time at the rate of 1.5 hours for each hour of over-time.

SECTION VII – CROSS WATER PERSONNEL COVERAGE

BSRW does not have any employees and would be required to incorporate additional shared personnel, amended scope of services, or other related changes to the terms of this Agreement.

At all times, the Utility Manager and/or Operator of Record shall exercise due diligence in managing, operating, and maintaining BSRW's water in accordance with applicable state and federal regulations. However, this agreement in no way places any liability on either BSRW or town to insure that the other entity's water is compliant with any additional state or federal regulations outside of the Utility Manager and/or Operator's obligations under this Agreement. All parties agree to hold the other harmless from any liability due to noncompliance outside of the terms of this Agreement.

SECTION VIII – RIGHT-OF-ENTRY

For the term of this Agreement, BSRW grants to the Town of Swansea the status of designated representatives of the utility for the purposes of carrying out services and other activities identified in this Agreement.

SECTION IX- LIMITATIONS ON LIABILITY

Each entity is liable for compliance with all terms and conditions of their DHEC Permit within its corporate limits and will be subject to enforcement actions resulting from non-compliance, with the exception of those activities identified in this Agreement that are to be performed on behalf of BSRW by the Town of Swansea. The Town of Swansea assume responsibility for completion of those tasks identified in this Agreement to the extent that all required documentation or other supporting information is provided to the Town of Swansea by BSRW in a timely manner.

SECTION X – SEVERABILITY

The provisions of this Agreement are to be considered joint and severable such that the invalidity of any one section will not invalidate the entire agreement.

In the event and to the extent that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, said provision shall be stricken and the remainder of the Agreement remain fully enforceable.

SECTION XI- SUCCESSORS AND ASSIGNS

Whenever in this Agreement BSRW, the Town of Swansea is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this Agreement contained by or on behalf of BSRW, the Town of Swansea shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

SECTION XII – EXTENSION OF AUTHORITY

The entities agree that all authorizations, empowerments and all rights, titles and interest referred or referenced to in this Agreement are intended to supplement the authority the Town of Swansea have or may have under any provision of law.

SECTION XIII – TERMINATION BY TOWN OF SWANSEA

The Town of Swansea shall be entitled to terminate this Agreement and BSRW shall be released from any obligations under this agreement if: (1) Town of Swansea Council acts to terminate this Agreement with the BSRW within ninety (90) days; or (2) termination of any permits by DHEC or federal authorities; or (3) BSRW fails to make timely payment. or (4) If either entity is unable to adequately provide services as agreed upon.

In the event that the Town of Swansea terminates the Agreement under this Section, the BSRW shall be required to assume the duties in this Agreement on their own behalf within ninety (90) days.

SECTION XIV – TERMINATION BY BULL SWAMP RURAL WATER

The BSRW shall be entitled to terminate this Agreement and Town of Swansea shall be released from any obligations under this agreement if: (1) the BSRW Commission acts to terminate this Agreement with the Town of Swansea within ninety (90) days; or (2) termination of any permits by DHEC or federal authorities; or (3) Town of Swansea fails to perform in accordance with this Agreement; or (4) If either entity is unable to adequately provide services as agreed upon.

In the event that BSRW terminates the Agreement under this Section, BSRW shall be required to assume the duties in this Agreement on its behalf within ninety (90) days.

SECTION XV – INDEMNIFICATION AND HOLD HARMLESS BY TOWN OF SWANSEA

The Town of Swansea hereby covenants and agrees to take, use, provide and make, all proper necessary and sufficient precautions, safeguards and protections against the occurrence or happenings of any accidents, injuries, or damages to any person or property in performing or failing to perform any actions under this Agreement, and to be responsible for and to indemnify and save harmless BSRW from the payment of all sums of money by reason of all or any accidents, injuries, or damages that may occur in the progress of any work (or arising out of the alleged failure to perform work) performed under this Agreement and all fines, penalties and loss incurred under this Agreement for or by reason of the violation of any ordinance or regulation, or the laws of the State of South Carolina or of the United States. The BSWR agrees that Town of Swansea shall have the authority to control any litigation arising under this section.

SECTION XVI – INDEMNIFICATION AND HOLD HARMLESS BY BULL SWAMP RURAL WATER

The BSRW hereby covenants and agrees to take, use, provide and make, all proper necessary and sufficient precautions, safeguards and protections against the occurrence or happenings of any accidents, injuries, or damages to any person or property in performing or failing to perform any actions under this Agreement, and to be responsible for and to indemnify and save harmless Town Swansea from the payment of all sums of money by reason of all or any accidents, injuries, or damages that may occur in the progress of any work (or arising out of the alleged failure to perform work) performed under this Agreement and all fines, penalties and loss incurred under this Agreement for or by reason of the violation of any ordinance or regulation, or the laws of the State of South Carolina or of the United States. The BSRW agrees that Town of Swansea shall have the authority to control any litigation arising under this section.

SECTION XVII – DURATION

The duration of this Agreement shall be for a term of five (5) years and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties' of intent to terminate. **Said notices must be given at least ninety (90) days but not more than one year prior to the expiration of the original term of this Agreement; or unless otherwise terminated pursuant to Sections XIII or XIV.**

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed as heretofore duly authorized on the date first above written.

WITNESS our hands and seal this 27th day of February, 2017.

Town of Swansea

Ray Spies
Mayor

Attest:
Lorraine D. Abell
Town Clerk

Witness:
Robert
Shauline

Dated: 2/27/2017

Resolution approved by Town Council: February 27, 2017

Bull Swamp Rural Water Company, Inc.

Robert Allen Mat
By its: *President*

Attest:

Jimmie K. Gill
Secretary

Witness:

Michael A. [Signature]
Shevon Livingston

Dated: *3/21/2017*

Resolution approved by Commission: *Feb 21, 2017*

AN ORDINANCE OF THE TOWN OF SWANSEA, SOUTH CAROLINA APPROVING
MUTUAL AID AGREEMENTS WITH MULTIPLE JURISDICTIONS WITHIN THE STATE
OF SOUTH CAROLINA

BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
SWANSEA, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED AND BY THE
AUTHORITY THEREOF THAT:

Section 1. Mutual Aid Agreements

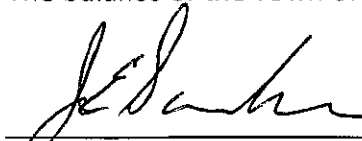
The Town of Swansea hereby approves and adopts Mutual Aid Agreements with the following
respective entities:

Aiken County Sheriff's Office	Lexington Medical Dept. of Public Safety
Aiken Department of Public Safety	Lexington Police Department
Batesburg-Leesville Police Department	Lexington County Sheriff's Department
Cayce Department of Public Safety	Pelion Police Department
Chapin Police Department	Pine Ridge Police Department
Columbia Police Department	Richland County Sheriff's Depart
Columbia Metro Airport Police Department	South Congaree Police Department
Forest Acres Police Department	Springdale Police Department
Gaston Police Department	USC Division of Law Enforcement & Safety
Irmo Police Department	West Columbia Police Department

Upon presentation, the Chief of Police is hereby authorized to sign and additional papers
necessary to complete or confirm the Mutual Aid Agreements with the respective government
entities listed herein.

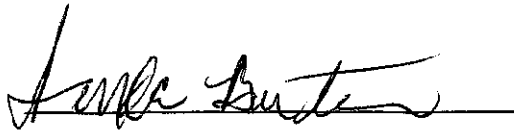
Section 2. Balance of Municipal Ordinance to Remain in Effect

The balance of the Town of Swansea Code of Ordinances shall remain in full force and effect.



Mayor Jerald Sanders

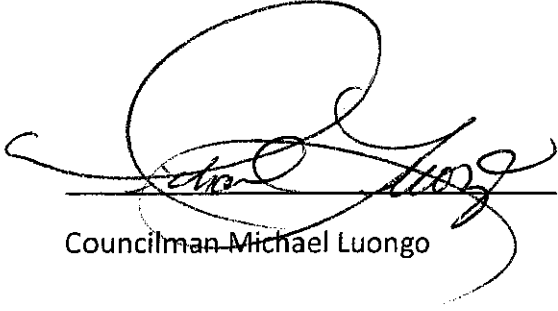
Mayor Pro Tem Woodrow Davis



Councilwoman Linda Butler

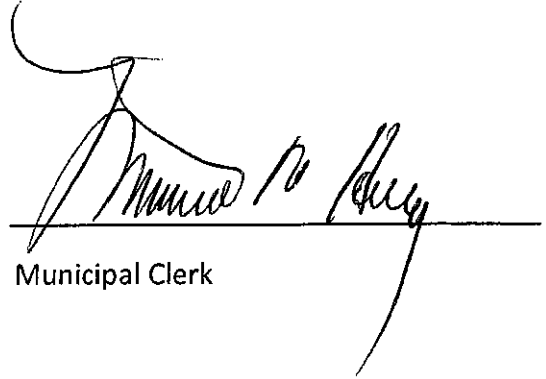


Councilman David Martin



Councilman Michael Luongo

Attest:



Municipal Clerk

A RESOLUTION

TO AUTHORIZE THE SWANSEA POLICE CHIEF, CLIF HAYES,
TO SELL THE TOWN'S PATROL CAR AND TRUCK
ON BEHALF OF TOWN OF SWANSEA.

WHEREAS, Town of Swansea owns a patrol car, 2003 Ford Crown Vic, and a 1997 F150 Truck, both previous used by the Swansea Police Department; and

WHEREAS, it is desirable for the Town to advertise and accept sealed bids from the public to purchase the above-mentioned patrol car and truck; and

WHEREAS, it desires to accept and sell to the highest sealed bidder(s) on each vehicle in the "as is" condition; and

WHEREAS, the Town would like to authorize the Swansea's Police Chief, Clif Hayes, to execute the necessary documents for the sells on behalf of the Town to the highest bidder(s);

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF SWANSEA, SOUTH CAROLINA:

- Section 1. The Swansea Police Chief, Clif Hayes, is hereby authorized to advertise and accept the highest sealed bid(s) for the Town's patrol car, a 2003 Ford Crown Vic, and Town's truck, a 1997 F150, both previous used by the Swansea Police Department; and
- Section 2. The Swansea Police Chief, Clif Hayes, is hereby authorized to accept the sealed bids for both vehicles in "as is" conditions. Further, Chief Hayes is authorized to execute any appropriate documents pertaining to selling the patrol car and truck.
- Section 3. This Resolution shall become effective upon the date of passage.

RESOLVED THIS 17th DAY OF MARCH, 2014

MAYOR
Ray Jones

ATTEST:
Lorraine W. Abel
TOWN CLERK

A RESOLUTION

TO AUTHORIZE THE MAYOR, ON BEHALF OF
THE TOWN OF SWANSEA, TO EXECUTE
SETTLEMENT AGREEMENT
AND RELEASE.

WHEREAS, Amended Civil Action No. 2012-CP-32-01168 was filed against the Town of Swansea, Lexington County, South Carolina on February 19, 2013;

WHEREAS, the parties included D & A Associates, LLC, Doris Simmons, and Alberta Wasden v. The Town of Swansea, South Carolina;

WHEREAS, the parties and the Town of Swansea desire to enter into a Settlement Agreement and Release;

WHEREAS, the Town of Swansea desires that the Mayor execute the Settlement Agreement and Release on behalf of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF SWANSEA, SOUTH CAROLINA:

Section 1. The Mayor is hereby authorized to execute on behalf of the Town of Swansea, the Settlement Agreement and Release and any other necessary and appropriate documents pertaining to Amended Civil Action No. 2012-CP-32-01168.

Section 2. This Resolution shall become effective upon the date of passage.

RESOLVED THIS 17th DAY OF February, 2014

MAYOR

Ray Spies

ATTEST:

Serraine D. Abell
TOWN CLERK

A RESOLUTION

TO AUTHORIZE THE MAYOR, ON BEHALF
OF THE TOWN OF SWANSEA, TO EXECUTE
INTERGOVERNMENTAL OPERATION
AGREEMENT FOR RURAL WATER SERVICES
WITH BULL SWAMP RURAL WATER COMPANY, INC.

WHEREAS, the Town of Swansea and Bull Swamp Rural Water Company, Inc. desire to enter into an Intergovernmental Operation Agreement for Rural Water Services;

WHEREAS, Bull Swamp Rural Water Company, Inc. is duly authorized to operate a water and wastewater system; and

WHEREAS, Swansea is duly authorized to operate a water and wastewater system; and

WHEREAS, the Town of Swansea desires that the Mayor execute the Settlement Agreement and Release on behalf of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF SWANSEA, SOUTH CAROLINA:

Section 1. The Mayor is hereby authorized to execute on behalf of the Town of Swansea, the Intergovernmental Operation Agreement for rural water services with Bull Swamp Rural Water Company, Inc. and any other necessary and appropriate documents pertaining to Intergovernmental Operation Agreement.

Section 2. This Resolution shall become effective upon the date of passage.

RESOLVED THIS 17th DAY OF February, 2014

MAYOR

Ray Spies

ATTEST:

Lorraine W. Abel
TOWN CLERK

A RESOLUTION

TO AUTHORIZE THE TOWN COUNCIL OF SWANSEA
TO SELL THE TOWN'S JOHN DEERE MOWER
ON BEHALF OF TOWN OF SWANSEA.

WHEREAS, Town of Swansea owns a John Deere lawn mower previous used by the Swansea Street Maintenance Department; and

WHEREAS, it is desirable for the Town to advertise and accept bids from public to sell the John Deere lawn mower; and

WHEREAS, the Town has been contacted by persons interested in purchasing the Town's old lawn mower; and

WHEREAS, the Town would like to sell the lawn mower to the highest bidder;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF SWANSEA, SOUTH CAROLINA:

Section 1. The Mayor is hereby authorized to advertise and accept bids for the purchase of the John Deere lawn mower; and

Section 2. The Mayor is hereby authorized to accept the highest bid and sell, on behalf of the Town of Swansea, the John Deere lawn mower. Further, execute any other appropriate documents pertaining to selling the John Deere lawn mower.

Section 3. This Resolution shall become effective upon the date of passage.

RESOLVED THIS 19th DAY OF August, 2013

MAYOR
Ray Spies

ATTEST:
Lorraine D. Abell
TOWN CLERK

2013-02

TOWN OF SWANSEA
RESOLUTION TO ESTABLISH TAX MILLAGE

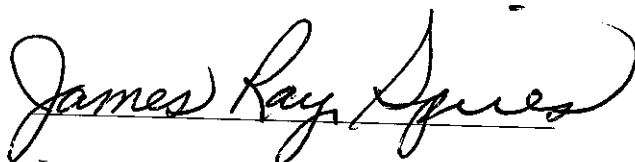
WHEREAS, the Town of Swansea has an agreement with Lexington County for the collection of town taxes on an annual bases, and

WHEREAS, in accordance with S.C. Code of Laws section 12-43-285, we confirm to you that the millage rates requested for the Town of Swansea for Fiscal Year 2013-2014 for operations and debt service are in compliance with the applicable millage rate limits imposed.

WHEREAS, Lexington County has requested the Town of Swansea establish the 2013 millage, and

WHEREAS, the 2013 millage was established by Council will remain the same 96.94.

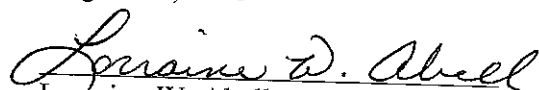
NOW THEREFORE BE IT RESOLVED that the 2013 tax millage be established as 96.940 (86.940 mills for general taxes and 10 mills for debt repayment) to represent the same tax millage established by council for 2013 to be collected by Lexington County. This rate was adopted in the 2013 Annual Budget for the Town of Swansea.



James Ray Spires, Mayor

Attested:

August 19, 2013



Lorraine W. Abell

Town Clerk/Treasurer

A RESOLUTION

TO AUTHORIZE THE TOWN COUNCIL OF SWANSEA
TO ACCEPT .50 ACRES FROM IRIS FAYE JEFFCOAT
ON BEHALF OF TOWN OF SWANSEA.

WHEREAS, Iris Faye Jeffcoat desires to donate property located at South Spring Street,
TMS# 012917-03-021; and

WHEREAS, it is desirable for the Town to accept the property;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL
OF SWANSEA, SOUTH CAROLINA:

Section 1. The Mayor is hereby authorized to execute on behalf of the Town of
Swansea, deeds and any other appropriate documents pertaining to the
donation of the South Spring Street, TMS# 012917-03-021 (attached as
Exhibit "A").

Section 2. This Resolution shall become effective upon the date of passage.

RESOLVED THIS 15th DAY OF April, 2013

MAYOR

Ray Spies

ATTEST:

Lorraine D. Bell
TOWN CLERK

SHIPLEY
LAW FIRM
a professional corporation

C. Frederick Shipley IV
Vanessa C. Shipley

February 28, 2013

VIA US MAIL
Town of Swansea
PO Box 429
Swansea, SC 29160

RE: TMS No.:012917-03-021 fronting Spring Street, Swansea, SC 29160

Dear Sir and/or Madam:

Enclosed please find the original recorded deed for the above referenced property. Please keep this document in a place of safe keeping. We would like to thank you for the opportunity to assist you in this regard, and if we may be of assistance in the future, please do not hesitate to call.

Sincerely,



Erin Newton
Real Estate Paralegal

Enclosure

445 Meeting Street
West Columbia, S.C. 29169
www.shipleyfirmpc.com
Phone: (803) 794-7588 Fax: (803) 739-2024

ORIGINAL

AFFIDAVIT

2013007726 FILED, RECORDED, INDEXED
02/13/2013 09:38:40:973
REC FEE: \$10.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 2
Lexington County R.O.D. Debra M. Gunter
DEED Bk:Pg 16001:235

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

DEED

NO TITLE SEARCH REQUESTED, NO TITLE OPINION GIVEN

KNOW ALL MEN BY THESE PRESENTS THAT, **Iris Faye Jeffcoat**, hereinafter referred to as the "Grantor", in the State aforesaid, in consideration of trust, devotion and affection for the **Town of Swansea, a political subdivision of the State of South Carolina**, hereinafter referred to as the "Grantee", at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, subject to any and all conditions, covenants, easements, restrictions and rights-of-way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate subject to any and all conditions, covenants, easements, restrictions and rights-of-way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate. has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, Grantee's, successors or assigns, forever, any and all of Grantor's rights, title and interest in and to the following described property:

All that certain, piece, parcel of lot of land with the improvements thereon, situate, lying and being in the Town of Swansea, County of Lexington, State of South Carolina, and bounded as follows: (on the West Side of Railroad Avenue) on the North by lands of J. Thomas Martin and Henry Mack for a distances of Two Hundred Ten (210) feet; on the East by Railroad Avenue (Spring Street) for a distance of Fifty Two and One Half (52 ½) feet; on the South by lands of W. Cleo Williams for a distance of Two Hundred Ten (210) feet; and on the West by lands of Henry mack for a distance of Fifty Two and One Half (52 ½) feet, the same being the Northern half of the lot know as the Williams Stable lot and having been conveyed to Guy- Ula M. Blaxton by Lucius T. Martin on July 26, 1956 by deed and recorded in the Clerk of Court Deed Book 8-O at Page 287.

AND:

All that certain, piece, parcel of lot of land with the improvements thereon, situate, lying and being in the Town of Swansea, County of Lexington, State of South Carolina, and bounded as follows: on the North by lands of J. Thomas Martin and measuring Two Hundred Ten (210) feet; on the East by Spring Street and measuring Fifty Two and One Half (52 ½) feet; on the South by estate land of Nova Dykes and measuring Two Hundred Ten (210) feet; and on the West by lands of Henry E. Mack and measuring Fifty Two and One Half (52 ½) feet. The above described lot land having been conveyed to Guy- Eula Martin Blaxton by Lucius T. Martin on July 26, 1956 by deed and recorded in the Clerk of Court Deed 8-O at Page 293.

The being property conveyed to Iris Faye Jeffcoat by Deed of Distribution in the Matter of Lucius Thomas Martin (Lexington County Probate Court Case No.: 07-ES-32-00702) dated October 8,2007 and recorded in the Office of the ROD for Lexington County in Record Book 12389 at Page 141 on October 8,2007 and re-recorded in the Office of the ROD for

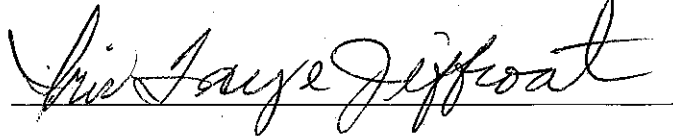
STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is: TMS No.: 012917-03-021 fronting S. Spring Street, Lexington County, South Carolina
3. Check one of the following: The Deed is
 - (a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - c) EXEMPT from the deed recording fee because (exemption # 4)
(Explanation if required) : Donation to Town of Swansea
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either 3(a) or item 3(b) above has been checked.
 - (a) ___ The fee is computed on the consideration paid in the amount of \$___.
 - (b) ___ The fee is computed on the fair market value of the realty which is \$___.
 - c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$___.
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$___.
6. The Deed Recording Fee is computed as follows:
 - (a) ___ the amount listed in item 4 above
 - (b) ___ the amount listed in item 5 above (no amount place zero)
 - c) ___ subtract line 6(b) from Line 6(a) and place the result.

7. The deed recording fee due is based on the amount listed on Line 6 c) above and the deed recording fee due is: **\$10.00.**
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **GRANTOR.**
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with this transaction
Iris Faye Jeffcoat, Grantor

SWORN to before me this 14 day of
February, 2013.



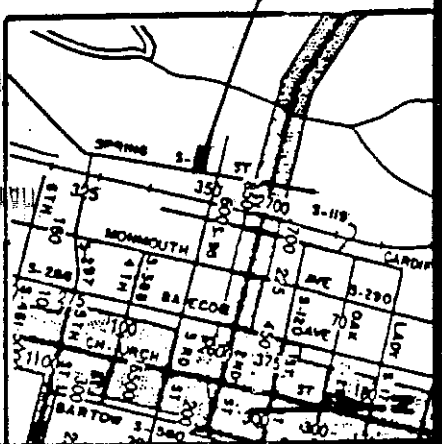
Notary Public for South Carolina

My Commission Expires: 3/30/15

MAG NORTH

LAWRENCE STURKIE ESTATE

SITE



KEN SMOAK

0.50 ACRES (TOTAL)

LUCIUS T. MARTIN

THIRD STREET

60' RW

MILL STREET 20' RW

SPRING STREET (ROAD S-32-9)

LEXINGTON COUNTY PLANNING COMMISSION

MAY 18 1995

B. White
Journ of Swansea

LOCATION SKETCH
INDEXED
FILED
OFFICE OF THE CLERK
LEXINGTON COUNTY
SOUTH CAROLINA

0.50 ACRES

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
TOWN OF SWANSEA

SURVEYED FOR:

LUCIUS T. MARTIN

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'A' SURVEY AS SPECIFIED THEREIN."

REFERENCE:
A PLAT FOR GEORGE H. HUTTO BY JOHN K. DAVIS, R.L.S.
DATED FEBRUARY 28, 1970.
A PLAT FOR SWANSEA HILLING COMPANY BY HULEY G. STUMPERT, R.L.S.
DATED MARCH 6, 1976 RECORDED IN PLAT BOOK 149G, PAGE 296.
NOTE:
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND PROTECTIVE COVENANTS.

A. R. PARLER, JR. RICHARD L. STROMAN
S.C. REG. L.S. NO. 5301 S.C. REG. L.S. NO. 5496

EDISTO SURVEYORS, INC.
ORANGEBURG, SOUTH CAROLINA

COMPUTED POINT
● IRON FOUND (3/8" REBAR)
○ IRON PLACED (5/8" REBAR)

SEABOARD COASTLINE RAILROAD

R/W CLAIMED BY RAILROAD

N 73° 33' 00" W 157.38'

N 16° 21' 00" E 105.00'

S 73° 33' 00" E 97.38'

S 16° 21' 00" W 105.00'

50.00'

50.00'

0.38 ACRE

0.12 ACRE

250'

300'



SCALE: 1" = 50'



PAGE

BOOK 272

FILED

MAY 18 4 07 PM '95

JOANNE B. TRIBBLE
RMC
LEXINGTON COUNTY

LUCIUS
T
MARTIN

LEXINGTON COUNTY
PLANNING COMMISSION

MAY 18 1995

B. Waters
Town of Swansea

R/W CLAIMED BY
RAILROAD

REFERENCE:
A PLAT FOR GEORGE H. HUTTO BY JOHN K. DAVIS, R.L.S.
DATED FEBRUARY 28, 1970.
A PLAT FOR SWANSEA MILLING COMPANY BY HULEY G. STUMPERT, R.L.S.
DATED MARCH 6, 1976 RECORDED IN PLAT BOOK 149G, PAGE 296.

COMPUTED POINT

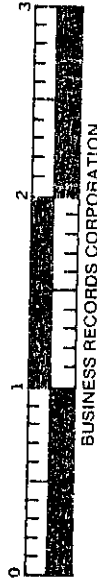
- IRON FOUND
- IRON PLACED (5/8" REBAR)



SCALE: 1" = 50'

NOTE:
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS
AND PROTECTIVE COVENANTS.
REVISED: JUNE 27, 1994 (RAILROAD R/W CLAIM ADDED)
DATE: MARCH 23, 1993

LAWRENCE STURKIE
ESTATE

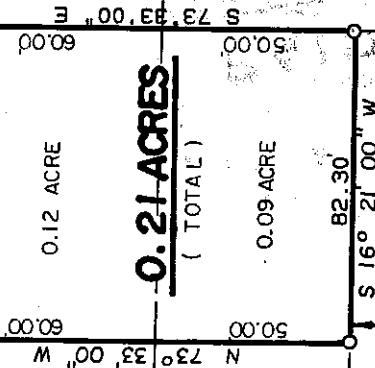


BUSINESS RECORDS CORPORATION

SITE

MILL STREET 20' R/W

THIRD STREET 60' R/W



0.21 ACRES
(TOTAL)

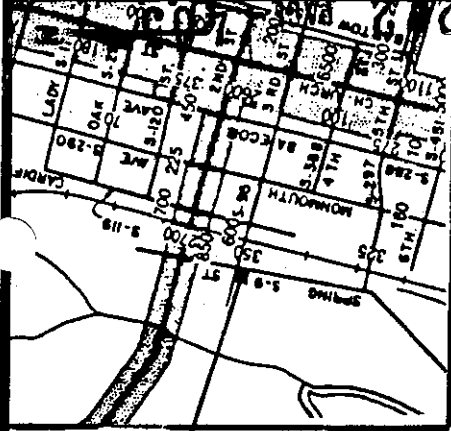
0.12 ACRE

0.09 ACRE

SPRING STREET
(ROAD S-32-9)

SEABOARD
RAILROAD

LOCATION SKETCH



15948

A PLAT
OF

0.21 ACRES

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
TOWN OF SWANSEA

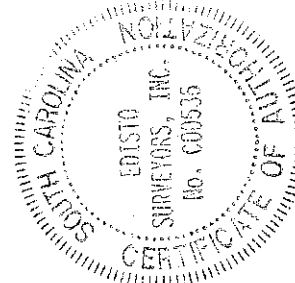
SURVEYED FOR:

LUCIUS T. MARTIN

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'A' SURVEY AS SPECIFIED THEREIN."

[Signature]
A. R. PARLER, JR. RICHARD L. STROMAN
S.C. REG. L.S. NO. 5301 S.C. REG. L.S. NO. 5496

EDISTO SURVEYORS, INC.
ORANGEBURG, SOUTH CAROLINA



STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
TOWN OF SWANSEA)

RESOLUTION APPOINTING
JERALD E. SANDERS. AS A MEMBER
TO THE JOINT MUNICIPAL WATER AND
SEWER COMMISSION

WHEREAS, the Town of Swansea Town Council wishes to appoint Jerald E. Sanders as a member to the Joint Municipal Water and Sewer Commission, until further notice; and

WHEREAS, in Council duly assembled on January 22, 2018, the Town of Swansea Council officially appoints Jerald E. Sanders, as a member to the Joint Municipal Water and Sewer Commission to represent the Town of Swansea, until further notice.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Swansea this 22nd day of January 2018.

Attest:

Lorraine D. Abell
1-22-18

JERALD E. SANDERS
Mayor, Jerald E. Sanders

WOODROW DAVIS
Mayor Pro-tem, Woodrow Davis, Jr.

LINDA BUTLER
Councilwoman Linda Butler

DAVID MARTIN
Councilman David Martin

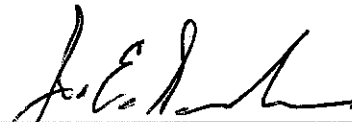
RESOLUTION OF THE TOWN OF SWANSEA

MARCH FOR MEALS RESOLUTION

DATE: 2/26/2018

I, Jerald Sanders, as Mayor of Swansea, SC do hereby proclaim March 2018 as the 16th Annual March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2018 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

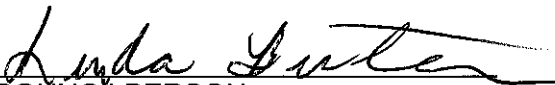
Dated : 1ST, day of March, 2018



MAYOR



COUNCILPERSON



COUNCILPERSON



COUNCILPERSON

COUNCILPERSON

ATTEST



CLERK/ TREASURER

A PROCLAMATION PROCLAIMING MARCH 2018 AS THE 16th ANNUAL MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2018 observance of March for Meals celebrates 16 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels programs – both congregate and home-delivered, in Lexington County, have served our communities admirably for more than 38 years; and

WHEREAS, volunteers for Meals on Wheels programs in Lexington County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs in Lexington County provide nutritious meals to seniors throughout the Lexington County, SC that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels programs in Lexington County provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation; and

WHEREAS, Meals on Wheels programs in Lexington County deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

NOW, THEREFORE, I, Jerald Sanders, as Mayor of Swansea, SC do hereby proclaim March 2018 as the 16th Annual March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2018 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 1st, day of March, 2018



Mayor, Town of Swansea

State of South Carolina)
County of Lexington)
Town of Swansea)

PROCLAMATION FOR PEACE OFFICERS' MEMORIAL DAY

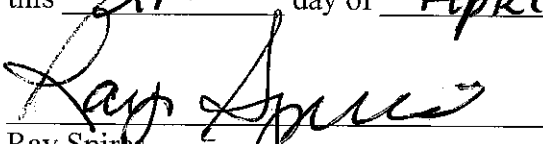
WHEREAS, The Congress and President of the United States have designated May 15, 2014 as Peace Officers' Memorial Day; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement officers, and that law enforcement officer recognize their duty to serve the people of this community, by protecting them against violence and disorder; and

WHEREAS, the law enforcement officers of the Town of Swansea unceasingly provide a vital public service;

NOW, THEREFORE, BE IT RESOLVED, as Mayor of Town of Swansea, I direct that all flags on Town buildings be flown at half staff on May 15, 2014, in recognition of Peace Officers' Memorial Day and in memory of those law enforcement officers, who through their courageous deeds, have made the ultimate sacrifice in service to their community of have become disabled in the performance of duty, and to honor those law enforcement officers presently serving the community.

In witness thereof, I have hereunto set my hand
this 21st day of April, 2014.



Ray Spires
Mayor, Town of Swansea