

## COUNCIL MEETING AGENDA

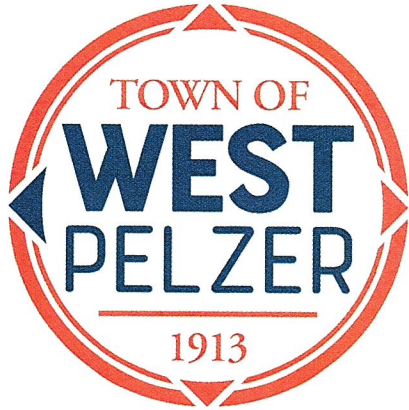
Tuesday October 15, 2024

6:00pm

West Pelzer Municipal Center

30 Main Street

- I. MOMENT OF SILENCE/REVERANCE
- II. PLEDGE OF ALLEGIANCE
- III. CALL TO ORDER
- IV. APPROVAL OF MEETING MINUTES
  - a) *September 10, 2024, Council Meeting*
- V. PRESENTATIONS AND REPORTS
  - a) *Pamela Christopher, SCDOT - 1% Sales Tax*
  - b) *Paula Payton - Clerk's & Admin Report*
    - a. *Storm Recovery Update*
  - c) *Charlie Nix - Quarterly Maintenance Update*
  - d) *Chief Zachary Owen - Police Department Update*
- VI. CITIZEN COMMENTS (sign up required / max 3 minutes)
- VII. OLD BUSINESS
- VIII. NEW BUSINESS
  - a) *Resolution 2024-1008 "Grant an Easement to Duke Energy for the Access Across Property of the Town Located on Mill Street, Tax Parcel No. 2431302002"*
- IX. COUNCIL COMMENTS
- X. EXECUTIVE SESSION
- XI. ADJOURNMENT



## COUNCIL MEETING MINUTES

Tuesday October 15, 2024

6:00pm

West Pelzer Municipal Center  
30 Main Street

Those present: Mayor Jim Riddle, Council Members Jeff Lee, Thomas Scarfo and Tim Williams; Town Clerk/Administrator Paula Payton and Town Attorney Carey Murphy.

### MOMENT OF SILENCE/REVERANCE

### PLEDGE OF ALLEGIANCE

CALL TO ORDER - Mayor Riddle 5:56pm

APPROVAL OF MEETING MINUTES September 10, 2024, Council Meeting  
Motion to approve by Councilman Lee, 2<sup>nd</sup> by Councilman Scarfo; all were in favor

### PRESENTATIONS AND REPORTS

*Pamela Christopher, SCDOT - 1% Sales Tax*

*Paula Payton - Clerk's & Admin Report - Storm Recovery Update - see attached*

*Charlie Nix - Quarterly Maintenance Update - see attached*

*Chief Zachary Owen - Police Department Update - formal introduction of Patrolmen Gregory Taylor and Joshua Wesley*

### CITIZEN COMMENTS (sign up required / max 3 minutes)

*Rick Sanders - see attached*

*Diane Smith - stated that she agreed with Mr. Sanders statement and that she was disappointed that the Town was not having Pumpkin Palooza this year.*

*Arlene Henderson - stated that when her sister, Ann Odom was on Council she helped start the Town's Hospitality Tax collections; questioned what the funds paid for and why the Town was not having Pumpkin Palooza.*

*Debbie Scroggs - thanked staff for all their efforts during the recent storm; stated that she was glad the police department was back in force and added that in just two weeks she has witnessed an improvement on her street due to consistent patrol. Added that she was also disappointed that Pumpkin Palooza had been cancelled.*

OLD BUSINESS - None

### NEW BUSINESS

Resolution 2024-1008 "Grant an Easement to Duke Energy for the Access Across Property of the Town Located on Mill Street, Tax Parcel No. 2431302002"

Motion to approve by Councilman Williams, 2<sup>nd</sup> by Councilman Lee; all were in favor.

### COUNCIL COMMENTS

Councilman Williams recommended reinstating prayer at the beginning of each Council Meeting and reinstating Pumpkin Palooza; Town Attorney Carey Murphy stated that he would have to put his recommendation in the form of a motion. Councilman Williams made a motion to reinstate prayer at the monthly meetings, 2<sup>nd</sup> by Councilman Scarfo; Councilman Lee stated that he favored having a moment of silence, which allowed all in attendance to observe however they wished. Mayor Riddle called for a vote; Councilman Williams was in favor; Councilman Lee, Councilman Scarfo and Mayor Riddle were opposed; motion failed.

Councilman Williams made a motion to reinstate Pumpkin Palooza, 2<sup>nd</sup> by Councilman Lee; Councilman Lee and Scarfo questioned why it was cancelled. Mayor Riddle responded that it was intended to be replaced with the fall festival that was to be held in September, but was cancelled due to weather conditions. Mayor Riddle called for a vote; Councilman Scarfo, Lee and Williams were in favor. Mayor Riddle was opposed. Motion carried.

EXECUTIVE SESSION - None

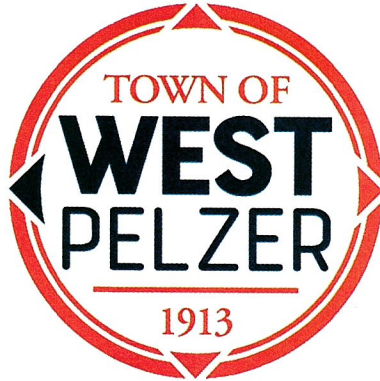
ADJOURNMENT

Councilman Lee made a motion to adjourn at 7:04pm, 2<sup>nd</sup> by Councilman Scarfo; all were in favor.

Minutes prepared by:

*Paula H. Payton, MMC, ABL*

Town Clerk | Administrator



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**#gowest**

[www.westpelzer.com](http://www.westpelzer.com)

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To: Mayor Riddle and Council

From: Paula H. Payton, MMC, ABL

Subject: Administration Report

Date: October 2024

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

#### **O'Dell Community & Entrepreneur Center**

- Open every Tuesday, Wednesday and Thursday from 9am-3pm
- Free Wireless Internet, Conference Table, Individual Desks, Whiteboard, Television for Presentations, fully ADA compliant
- **The Senior Place – Meals on Wheels**
  - Food & activities are provided every Monday & Friday; 10am-2pm
  - Free; donations accepted

#### **Announcements & Events**

- Jack O' Lantern Jamboree (hosted by the Town of Pelzer) – October 26<sup>th</sup>
- Tree Lighting in Chapman Park – December 6<sup>th</sup>
- Annual Christmas Parade – December 7<sup>th</sup>

#### **ReWa Project**

- Phase 1 Rehabilitation Project
  - Low impact

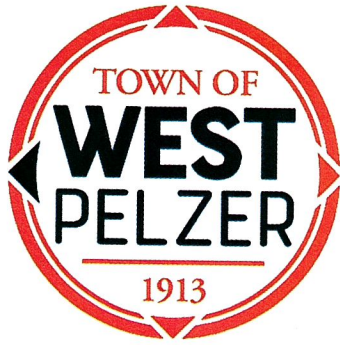
- Camera/TV lines
- Scheduled to begin mid-October
  - Citizens will be notified by door hangers
  - Some work will require contractors to enter residents' property
- Work to be performed by North American Pipeline Management (NAPM)

**Finance**

- September 2024 Budget
  - General Fund                      Income \$23,056.06      ~      Expense \$44,931.19
  - Hospitality Tax                      Income \$4,234.35      ~      Expense \$17,200.19
- Water System Transfer 01-4100-000
  - As of September 25, 2024, the Public Maintenance account still shows approximately \$2500 in outstanding checks; these are refund payments to customers that have not cleared our account.
  - All customer accounts have been finalized and are currently customers of Greenville Water. Any accounts with a balance as of July 30, 2024, were submitted to the State Setoff Debt Program.
  - On September 25, 2024, \$16,214.94 was moved to the General Fund and applied to line item 01-4100-000 "Water System Transfer". This leaves a balance of \$5000 in the Public Maintenance account.
  - Once all customer refund checks have cleared or an appropriate amount of time has passed the Public Maintenance account will be closed. Any remaining funds at that time will be transferred to the General Fund in the same manner.

## **Hurricane Helene Recovery Update**

- Friday September 27, 2024 Hurricane Helene impacted all of West Pelzer
  - Wide-spread power outages
  - Internet outages
  - Downed trees and utility polls on private property, as well as roadways
- MOA – Debris Clean Up
  - West Pelzer, along with most Anderson County municipalities has entered into a Memorandum of Agreement with South Carolina Department of Transportation for Town-wide debris clean up
    - Clean up has already started with more than 50 large debris claw trucks running throughout Anderson County to collect any trees and branches that are pushed to the roadside
    - Please make sure all vegetative debris is away from mailboxes, power poles, meters, fire hydrants and vehicles
    - Do not put trash in debris piles
- Partners during this disaster
  - Charlie Nix
  - West Pelzer Police Department
  - Anderson County Emergency Management & Administrator's Office
    - Josh Hawkins
    - Rusty Burns
    - Matt Hogan
  - Duke Energy – Trent Acker
  - Verizon Wireless – Aaron Dabney
  - SCDOT Commissioner Pam Christopher
  - Town of Pendleton Public Works
    - Jay Lockaby
    - Steve Miller



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To: Mayor Riddle and Council

From: Charlie Nix

Subject: Maintenance & Project Report

Date: October 2024 (3rd Quarter Review)

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#### **Facilities & Equipment**

- Serviced and cleaned all equipment
- Serviced and cleaned all vehicles
- Painted safety step at Municipal Center
- Removed payment drop box from O'Dell Center

#### **Landscaping & Maintenance**

- Completed mulch installation in all beds on Main Street & O'Dell Center
- Completed mulch installation at playground
- Implemented schedule for trimming shrubs and trees on Main Street
- Removed diseased trees in Chapman Park
- Replaced solar lights in Chapman Park
- Assisted electrician in replacing lights on Chapman Park sign
- Assisted in multiple seasonal plantings
- Trimmed overhang on all Town rights-of-way
- Reported multiple sidewalk issues to SCDOT

#### **Projects & Events**

- Set up PA system to be used at all Town events
- Assisted with set up and take down at National Night Out (Aug 6)
- Cleared roads of debris related to Hurricane Helene
  - Assisted/Directed Anderson County Maintenance, National Guard, SCDOT, Duke Energy and other utility workers

Mayor and Council:

Let me start by introducing myself – my name is Rick Sanders, life-long resident, retired from Michelin after 37 years with 25 years in management, and owner of Westy's Antiques, Lincoln Taproom, and One Hindman, a coworking and shared office space. After we opened up our businesses, the once empty town of 1100 residents quickly transformed into a thriving community. This progress was started in 2003 by Mayor Paxton who initiated the fall festival and infrastructure projects, and then by Mayor Sanders who continued with Pumpkinpalooza, brought forth new festivals such as the Dog Days of Summer and Mile Long Yard Sale, padded our bank accounts and put West Pelzer on the map.

I'm here today to speak on behalf of the loving and caring citizens of this great Town. Unfortunately, it has become common knowledge throughout the Town that the lack of leadership and lack of compassion when the residents needed you most, coupled with an unapproachable demeanor since taking office, has caused concern with our collective future. Mayor, I am here today because the Town has lost its steam, and West Pelzer is being taken off of the map. I'm not saying you did anything wrong and I'm not saying that the momentum is gone forever, but I am saying that we haven't accomplished anything since January 1, 2024. Remember, excuses are the prelim to failure.

I have a couple of points that I'd like to make so that we, the people of town, can begin understanding the leadership's intent moving forward.

First, you decided, without Council, to remove prayer from the Town Meetings at a time when this Country needs all of the prayer and mercy from the Lord that it can get.

Second, you decided, without Council, to cancel the Town's longest standing festival, Pumpkinpalooza, yet won't comment on why it was cancelled or when it was decided. The children and churches of our community looked forward to this event and it didn't cost the Town anything since Councilwoman Cindy Wilson funded the entire event. Piedmont, Williamston, Belton, Honea Path, Pendleton, Anderson, and now Pelzer all have similar festivals.

Third, the Town of West Pelzer won a state award from the Municipal Association for its 10-year plan of how the town would continue to change and grow. You have not provided any update on the progress to the residents, nor the over 75 people that attended and gave input during the process.

Fourth, the 1,000-year storm, Hurricane Helene, hit West Pelzer on the morning of September 27<sup>th</sup> at approximately 5:30am. The Town was unrecognizable, no power, no internet connection, no way to dispatch calls, every road had a tree down, and by 6:00am it was impossible to leave West Pelzer – we were literally trapped. While driving to check on my mother-in-law I spoke to you and Chief Owen. After that conversation, no one saw or heard from you again. You ghosted the entire Town. By Friday, Duke Energy had cut a large tree from a power line but left only a portion of the road open. We asked them to cut more back to open two lanes of travel, but they couldn't. At 1:30am I was awakened to an accident and responded well before the first responders. Nothing prepares you for seeing someone deceased inside of a vehicle after a crash such as this. By daybreak a group of residents spent hours to open travel again. I personally called you and left a message to park a patrol vehicle here or put out some type of barriers. I heard nothing from you so, so I personally went to Town Hall and took the barrels and cones to place around the tree.

Fifth, citizens were contacting me asking how to get in touch with you. I should have given them your number, but I know that you don't want it to be public. You have refused to give it out, even though it is paid for by the taxpayers of this Town.

Sixth, citizens realized within a short time that real leaders such as Paula Payton and Chief Owen had stepped up to the plate. Paula has held this Town together for the past 10 months and worked 24 hours per day for the duration of the storm of a lifetime. How do I know this? Everyone knows that she was leading during this time.

Seventh, I know personally that you have not once reached out to your local businesses during this time to ask, "How can I help? What do you need?" Before power was even restored, I spoke with most business owners and asked if you had reached out. Two business owners didn't even know who the Mayor was, and multiple business owners said the only person to reach out was myself, Paula, and a few residents. How can a Mayor with over \$50,000 in Hospitality Tax revenue not reach out to the business owners. I think you should know that your businesses worked together during this time – sharing hot spot internet, offering to use each other's kitchens, and sharing information. One business said, "What would we do without Paula?" I thank God that we have her leading during this time.

Eighth, my only regret in the past ten months is that I did not run for Mayor. I never dreamed that we would be living in a great small Town, that lacked leadership, empathy, and vision. When residents saw you watering flowers after the storm as power was slowly being restored, 447 residents still did not have power. There is more to leadership than the aesthetics of the flower beds. Winter is when you trim everything back to prepare for a beautiful spring. If you plan to just water the flowers and not invest your time into the people and businesses that make-up this community, then maybe there needs to be trimming in elected leadership. Honestly ask yourself, do you really want to be Mayor for another 1,174 days? Remember what John Maxwell said, "You can love without leading, but you cannot lead people without loving them."

All this said, I am pulling for you. I am pulling for us and what is best for West Pelzer.

Thank you.

*\* Please Add these notes to the minutes*

## RESOLUTION 2024-1008

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF WEST PELZER TO GRANT AN EASEMENT FOR ACCESS TO DUKE ENERGY FOR THE ACCESS ACROSS PROPERTY OF THE TOWN LOCATED ON 190 MILL STREET, TAX PARCEL NO. 2430004031; TO AUTHORIZE THE MAYOR AND TOWN CLERK TO EXECUTE AND DELIVER DOCUMENTS NECESSARY FOR THE CONVEYANCE OF SAID EASEMENT; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

**WHEREAS**, the Town is the owner of that certain property located on 190 Mill Street in Anderson County, South Carolina, identified as tax parcel no. 2430004031 (the "Property"); and

**WHEREAS**, Duke Energy has requested the Town grant an easement, attached hereto as Exhibit "A" and incorporated herein by this reference, for the access over and across the Property; and

**WHEREAS**, the Town finds it in the best interest of the Town to grant the easement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of West Pelzer that the Easement attached hereto is approved and granted and the Mayor and Town Clerk may execute and deliver said easement, and any other documents necessary for the conveyance of the same, to Duke Energy; and

**BE IT FURTHER RESOLVED** that this resolution shall have immediate effect upon its adoption.

10/15/2024

Date

  
Mayor

  
Attest: Town Clerk

Prepared by: Duke Energy Carolinas, LLC  
Return To: Duke Energy Carolinas, LLC  
Attn: Melissa Patton  
1754 Woodruff Rd  
PMB # 145  
Greenville, SC 29607

Parcel # 2430004033

## EASEMENT

State of South Carolina  
County of Anderson

THIS EASEMENT ("**Easement**") is made this 15<sup>th</sup> day of October 2024, from **THE TOWN OF WEST PELZER, SOUTH CAROLINA**, a body politic and corporate, and a municipality of the State of South Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 12-I, Page 534**, Anderson County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.

3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 15<sup>th</sup> day of October, 2024.

Witnesses:

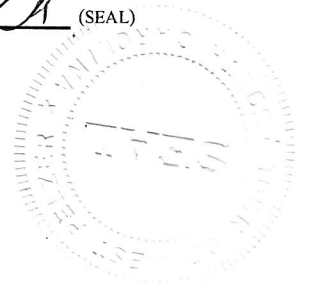
**THE TOWN OF WEST PELZER, SOUTH CAROLINA**

a body politic and corporate, and a municipality of the State of South Carolina

[Signature]  
(Witness #1)

[Signature] (SEAL)  
James Riddle, Mayor

[Signature]  
(Witness #2)



STATE OF South Carolina  
COUNTY OF Anderson

I, Paula Payton, a Notary Public of Anderson County, State of South Carolina, certify that James Riddle, as Mayor of THE TOWN OF WEST PELZER, SOUTH CAROLINA, a body politic and corporate, and a municipality of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this 15<sup>th</sup> day of October, 2024.  
Notary Public: [Signature]  
Commission Expires: 6-14-2027



