

City of Liberty- Regular Session January 13th, 2025 – 6:30 pm

Rosewood Center- 419 E Main St. Liberty SC 29657

- Welcome and Call to Order Mayor Woods
- Invocation
- Pledge of Allegiance
- Mayor's Announcements
- Public Session (Speakers are allowed 3 minutes)-
- Approval of Minutes
 - -December 9th, 2024- Regular Session
- New Business: (1st Readings and Resolutions, and updates)-
 - 2025-01(R)- Resolution-City of Liberty Procurement Policy
 - 2025-01(O)- Ordinance-1st Reading- Updates to City of Liberty Water Ordinance
 - Updates- the City of Liberty events committee.
- City/Financial Report
- City Council Reports -
 - Robbie Shoenleben (Ward 1)
 - Lavant Padgett (Ward 2)
 - Daniel Graybeal (Ward 3)
 - Jeff Massie (Ward 4)
 - Zachary Arms (At-Large)
 - Rhonda Whitaker (At-Large)
- Enter Executive Session:

Section 30-4-70 (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body.

- -Board of Zoning Appeals
- Exit Executive Session
- Adjournment



MINUTES

City of Liberty- Regular Session

December 9th, 2024 - 6:30 pm

Rosewood Center- 419 E Main St. Liberty SC 29657

• Welcome and Call to Order Mayor Woods @ Time:6:30pm

Not Present: Councilmember Robbie Shoenleben

- Invocation Given by Councilmember Graybeal
- Pledge of Allegiance
- Mayor's Announcements (See attachment)

I would like to thank Flat Rock Baptist Church and East Side Baptist Church for providing Thanksgiving dinners for our community. I would also like to thank the New Hope Pastor Goodjoin for giving our invocation and the Calumet Baptist Church Paster Jackson for leading our Christmas Carols and having members of the church provide hot cocoa and cookies. This was a lot of fun. We had over 45 entries for the parade. Thank you, Calumet Church, for helping with this, and Councilmember Graybeal and staff for coordinating and making our parade run smoothly.

• Public Session (Speakers are allowed 3 minutes)-

Jon Humprey

Approval of Minutes –

-November 5th, 2024- Special Called Session

Motion: Councilmember Graybeal 2nd: Councilmember Massie

Discussion: None Vote: Unanimous

-November 11th, 2024- Regular Session

Motion: Councilmember Arms 2nd: Councilmember Whitaker

Discussion: None Vote: Unanimous

Unfinished/ Old Business: (2nd Readings)-

-2024-13- 2nd Reading of the City of Liberty Comprehensive Plan

Motion: Councilmember Graybeal 2nd: Councilmember Arms

Discussion: Councilmember Arms asked to put on the schedule to get the new Strategic Plan rolling.

Vote: Unanimous

City Administration/Financial Reports

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• City Council Reports –

- Robbie Shoenleben (Ward 1) Not Present
- Lavant Padgett (Ward 2)- Councilmember Pagett expressed his happiness that Oak Lane has finally been paved. This is a big accomplishment, and it looks great. Padgett also expressed how he would love to look at different options regarding candy for next year's Christmas parade. Mayor Woods stated they can look at options close to next year's parade.

Daniel Graybeal (Ward 3): Councilmember Graybeal expressed his love and enjoyment of the Christmas parade. He enjoyed coordinating and being involved. His family had a great time and is looking forward to next year. Graybeal did state he would like to find a compromise on the candy situation.

Jeff Massie (Ward 4): Councilmember Massie asked about the Fire department heat. He stated that an FD staff member contacted him. Mayor Woods told him this had been resolved as soon as they contacted City Hall two weeks prior. Massie expressed his disagreement with not allowing candy at the parade. He stated that the parents should be held responsible for the children.

Zachary Arms (At-Large) Had a great time at the Tree Lighting. There was candy given out. Good Job, Katie Sizemore, on Liberty's first addition to the newsletter. Thank you to the Punishers, the Liberty Police Department, and Interim Chief Tetter for raising over \$10,315.07 for children in need for Christmas. Thank you, Officer Weidman, who is at every event with a smiling face and always setting a good example. Councilmember Arms spoke to Administrator Trotter about Speed Bumps at E Bettie St. He would like to look into this. Lastly, he would like an update on the city's events committee.

- Rhonda Whitaker (At-Large)- No report
- Adjournment Time: 7:13 pm
 Motion: Councilmember Arms
 2nd: Councilmember Graybeal

Discussion: None Vote: Unanimous

| Date approved: | | |
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| | | |
| | Mayor, Erica Romo Woods | |

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PROCUREMENT AND PURCHASING PROCEDURES POLICY FOR THE CITY OF LIBERTY, SOUTH CAROLINA

The purpose of this Policy is to establish appropriately competitive procurement procedures for the City of Liberty.

1. Applicability

This Policy applies to all buying, purchasing, renting, leasing from a third party, or otherwise acquiring any goods, supplies, services, equipment, or construction, unless otherwise noted herein.

This Policy does not apply to purchases and sales of real estate, all of which must be approved by Council.

The requirements of this Policy may be amended, waived, or made more restrictive as required by the City, applicable law, regulation, or grant funding terms or conditions.

2. City Procurement Ethics Rules

No employee or official of the City, nor any family member of or person/entity with a close association with a City employee or official, may directly or indirectly solicit, accept, or receive any gift under any circumstances in which it could be inferred that the gift was intended to or could reasonably influence a procurement decision. The term "gift" includes anything of value, but is not limited to, meals, tangible items, entertainment, and third-party payment for events or experiences.

The offer of a gift to a employee or official by any vendor or contractor, or prospective vendor or contractor, may be reason for declaring such individual or firm to be an irresponsible bidder and debarring such individual or firm from participation in the City's procurement process for a period to be determined by Council.

No City employee or official may disclose otherwise confidential information to a potential vendor or potential provider of goods or services that might provide a competitive advantage to that potential vendor or provider.

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Purchasing personal items not related to and required for the work of the City is prohibited.

3. Procedure for Procurement of Budgeted Goods and Services Less Than \$______

Although not subject to the formal competitive bidding and request for proposal procedures herein, purchases of goods or services under \$_____ must be budgeted by Council and supported by at least 3 documented quotes or a statement indicating the reason why 3 quotes were not available.

Splitting of purchases in order to avoid having to go through applicable competitive selection processes is not permitted.

Purchases must be documented with a purchase order <u>and</u> receipt for the payment and provided to the City Finance Department within 5 business days after the purchase is made. Persons who are authorized to make and/or approve such purchases are the Mayor, City Administrator, the Senior Administrative Officer, and Department Heads.

4. Procedure for Procurement of Goods and Services Exceeding \$_____

Council shall consider and either approve or deny the procurement of goods or services the cost of which exceeds \$______. Prior to Council consideration, the following measures must be taken.

Except as provided elsewhere in this Policy, procurement of goods and services exceeding \$______ is to be determined by one of the following three methods:

(i) Invitation for Bids

The Mayor, the City Administrator, or the Senior Administrative Officer shall manage the bidding process. At a minimum, the following procedures are to be implemented. Additional requirements may be added as needed for particular or specialized procurement situations.

Notice of Invitation for Bids. The Invitation for Bids shall include or reference the goods and/or services sought, together with summary contractual terms and conditions applicable to the Procurement. The Invitation for Bids shall be publicly announced. The Director shall determine in his or her discretion the appropriate method by which an Invitation for Bids is publicly announced.

Receipt and Opening of Bids. All bids received prior to the bid opening shall be kept secure and unopened. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The Mayor, the City Administrator, or the Senior Administrative Officer or their designee shall record

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the name of each bidder, the amount of each bid, and such other relevant information as deemed appropriate. The final bid tabulation shall be made available upon request to all bidders after contract award.

Bid Evaluation and Acceptance. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids and any addenda thereto. No criteria may be used in bid evaluation that is not set forth in such Invitation for Bids or addenda. Subject to the right to reject all bids, the selected bid shall be accepted unconditionally without alteration or correction, except as otherwise authorized in this Policy or by the Mayor in writing. Prior to accepting or rejecting the lowest bid, the City shall have the authority to negotiate with the low bidder for modifications of the bid and the proposed contract.

Correction or Withdrawal of Bids; Cancellation of Awards. In the sole discretion of the employee or official managing the bidding process, correction or withdrawal of inadvertently erroneous bids before bid opening, withdrawal of inadvertently erroneous bids after award, or cancellation of awards or contracts based on such bid mistakes may be permitted.

Award. If an award is to be made, the contract shall be awarded by written notice or purchase order to the lowest Responsible/Responsive Bidder after approval by Council. A "Responsible/Responsive Bidder" means a person or entity who: (1) demonstrates the capability in all respects to perform fully the contract requirements; (2) possesses integrity and reliability that, as substantiated by past performance and reputation, will assure good faith and quality performance; and, (3) submits a bid or proposal that conforms in all material aspects to the Invitation for Bids. When considering responsibility and responsiveness, the following may be considered:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the services promptly or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- The quality of performance of previous contracts or services by the bidder;
- The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or services;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service;
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required; and

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• The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

Right of Rejection and Re-solicitation. The City official managing the bidding has the right, prior to award of the contract, to reject any and all bids for cause, or without cause, as he or she deems appropriate. The City has the right to determine not to award the contract to any bidder or to determine to re-solicit bids based upon modified terms and conditions.

Bond and Security.

- (a) Bid security may be required for all construction contracts entered into pursuant to an Invitation for Bids. If required, bid security shall be one or more bonds provided by one or more surety companies meeting the criteria established by the Director. If required, bid security shall be in an amount equal to at least five percent of the bid, unless a higher percentage is specified in the Invitation for Bids. Any bid that does not comply with the bid security requirements shall be rejected.
- (b) When a construction contract or other contract to improve real property is awarded and the value of such contract exceeds \$50,000, the Municipality shall require the contractor to provide a performance bond and a labor and material payment bond in the full amount of the contract. The bond must be secured by cash or must be issued by a surety company that is acceptable to the Municipality.
- (c) Nothing in subparagraph 2 above shall be construed to limit the authority of the Municipality to require a performance bond or other security in addition to the bonds specified above.
- (d) Bonding requirements may be temporarily waived for any emergency procurement.

Repeat Orders. The purchase of additional goods or services pursuant to a Procurement for up to one year following the award, provided that the per unit price of such goods or services may not exceed the per unit price specified in the original award, and provided that the amount procured may not exceed the amount budgeted by Council, unless Council has approved such additional purchase.

Multi-Year Contracts. To the extent permitted by law, a contract for supplies or services may be entered into for a period of time not to exceed a total of 5 years, provided that (a) the terms of the contract and the conditions of renewal or extension (if any) are included in the solicitation; (b) pricing increases for succeeding fiscal periods (if any) shall not exceed ten percent (10%) of the preceding year's contract price; and, (c) the proposed contract is reviewed by the City Attorney and approved by Council.

Right to Protest. Any actual or prospective bidder, proposer, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Mayor, setting forth the grievance and any supporting grounds. Such protest must be received by the Mayor within ten calendar days after the grievant

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knows or should have known of the facts giving rise thereto, but in no circumstance more than fifteen calendar days after notification of award of the contract.

Authority to Resolve Protests. The Mayor shall have the authority to settle and resolve any protest. If the protest is not resolved by mutual agreement within 5 calendar days of the notice of protest, the parties shall submit the dispute to non-binding mediation, which shall be concluded within 10 calendar days of the notice of protest.

Decision. Should the parties fail to resolve the protest in mediation, the Mayor shall promptly issue a decision in writing, stating the reasons for the action taken. Such decision shall be final and conclusive, and a copy of the decision shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

(ii) Requests for Proposals (RFPs)

Selection Committee ("Committee"). The Mayor, the City Administrator, or the Senior Administrative Officer will establish a selection committee of at least two members, which may include him/herself and the relevant department head.

Notice of Request for Proposals. Each RFP shall include or reference a description of the goods or services needed, all required services needed for the project, the submission deadline, and the proposal evaluation criteria to be used. Each RFP shall be publicly announced/published. The Committee shall determine the method and location for such advertisement, with the goal of obtaining enough RFPs to provide quality, cost effective choice for the City.

Receipt and Safeguarding of Proposals. All proposals received prior to the proposal opening shall be kept secure and unopened.

Evaluation Factors. The Request for Proposals shall state the relative importance of each evaluation criterion, but need not require numerical weighting. No factors or criteria that are not included in the Request for Proposals may be used in evaluation, provided that the Request for Proposals may contain provisions allowing minor amendments to the evaluation criteria prior to award. The published evaluation factors must be the selection basis. The Committee shall document the basis on which the award is made and shall make a determination of responsibility. The written documentation and determination may be included in the purchase order.

Negotiation. The Committee must review all submissions, and may interview those responding persons deemed by the Committee to be most qualified. Following such review, the Committee shall determine the most qualified proposer, and may negotiate a contract with such proposer. In the event a satisfactory contract cannot be negotiated with the most qualified proposer, the Committee may negotiate a contract with the next most qualified proposer, and so on, until a satisfactory contract can be negotiated. Nothing contained herein requires the Committee to negotiate a contract with an unqualified proposer or with a proposer who submits an unresponsive proposal.

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Right to Withdraw and Re-solicit. Until an award is made, the City has the right to determine not to award the contract to any proposer or to determine to re-solicit proposals based upon modified and/or additional terms and conditions.

(iii) Sole Source Procurement

Goods or services may be obtained without competition if the Mayor, the City Administrator, or the Senior Administrative Officer documents in writing on the purchase order that there is only one legitimate source for the required goods or services or if a decision has been made to standardize with the product provided. An example of standardization might include, but not be limited to, the situation where the compatibility of equipment, accessories, services, systems or replacement parts is of paramount importance.

5. Emergency Procurement

If there is an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions, the Mayor, the City Administrator, or the Senior Administrative Officer may authorize emergency procurements, *provided* that such emergency procurements shall be made as competitively as is reasonably practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor is to be made and provided to Council as soon as practicable, but in no event later than the next scheduled Council meeting.

6. Intergovernmental Agreements and Joint/Collective Procurement

Subject to the requirements of this Policy and to applicable law, the City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of products, supplies, or services with one or more Public Procurement Units in accordance with an agreement entered into between the participants. A "Public Procurement Unit" is any county, city, town, or any other political subdivision of the State of South Carolina; any public agency or authority within the State; any other entity in the State that expends public funds for procurement of property, supplies, services, or construction; and, the Municipal Association of South Carolina. Such cooperative procurement may include, but is not limited to, joint or multiparty contracts between Public Procurement Units.

The City may also procure goods or services pursuant to an existing contract held by another Public Procurement Unit, upon a determination that such contract was awarded pursuant to appropriately competitive procedures. Without limiting the generality of the foregoing, it is hereby declared that contracts held by the State of South Carolina for the purchase of goods or supplies were awarded pursuant to appropriately competitive procedures.

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7. Exemptions from this Policy

The following goods and services shall be exempt from the provisions of this Policy, as long as budgeted for and/or approved by Council:

- (i) Published books, maps, periodicals, and technical pamphlets;
- (ii) Copyrighted educational films, filmstrips, slides, and transparencies;
- (iii) Postage stamps, postage fees, and telephone service;
- (iv) Professional dues, membership fees, and seminar registration fees;
- (v) Utilities including gas, electric, water, and sewer;
- (vi) Advertisements in professional publications or newspapers;
- (vii) Food and beverage items;
- (viii) Credit/bank card services; and,
- (ix) Professional Services, including but not limited to, accounting services; advertising and marketing services; legal services; design services, including but not limited to architectural, engineering, and landscape design services; medical services; safety training materials and services; public relations services; and, underwriting and financial services.

The listed exemptions shall include out-of-pocket expenses and other charges billed by any of the foregoing service providers where such expenses and charges are of the type usually billed to the client by such type of service provider.

Professional services are to be obtained on the basis of written contractual proposals and/or provisions of professional qualification information, with selection based on qualifications and fairness of pricing, along with any other additional factors deemed appropriate for the nature of the services to be provided.

When obtaining new professional services anticipated to cost in excess of \$20,000, competitive proposals and/or qualifications must be sought by posting a solicitation on the State Fiscal Accountability Authority's South Carolina Business Opportunities Online Edition (SCBO) or any State-sponsored successor to SCBO for at least ten business days, excluding weekends and State holidays, unless subject to the emergency purchases subsection herein. Solicitations for competitive proposals/requests for qualifications may be posted for longer periods of time, and may be posted and/or advertised in other suitable venues.

Professional services required on a regular basis and/or ongoing basis (e.g., City Auditor, City Attorney, City Engineers, City Bond Counsel, etc.) need not be posted or advertised again once qualifications are obtained and a competitive selection process has been conducted and completed, until such time as a position needs to be filled or additional professional services are required.

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8. Bonds and Securities for Procurement

Bid security may be required for all construction contracts entered into pursuant to an Invitation for Bids. If required, bid security shall be one or more bonds provided by one or more surety companies meeting the criteria established by the City. If required, bid security shall be in an amount equal to at least five percent of the bid, unless a higher percentage is specified in the Invitation for Bids. Any bid that does not comply with the bid security requirements shall be rejected.

When a construction contract or other contract to improve real property is awarded and the value of such contract exceeds \$50,000, the City shall require the contractor to provide a performance bond and a labor and material payment bond in the full amount of the contract. The bond must be secured by cash or must be issued by a surety company that is acceptable to the City.

In all instances, the City may require a performance bond or other security in addition to the bonds specified above.

Bonding requirements may be temporarily waived for any emergency procurement.

9. Design-Build

The Mayor, the City Administrator, or the Senior Administrative Officer may determine that a particular procedure is warranted to award a contract for Design-Build Services. Before the City enters into entering an arrangement for Design-Build Services, the Council must approve the use of such Design-Build Services and the procedure to be used, and should state in open session the reasons for using such method of Procurement.

10. Severability

Should any provision or application of this Policy be held invalid, such invalidity shall not affect other provisions or applications of the Policy that can be given effect without the invalid provisions or application. To this end the provisions of this Policy are declared to be severable.

EQUAL OPPORTUNITY

When seeking goods and services for City procurement, the City welcomes and encourages the submission of bids and proposals from all qualified persons and entities without regard to race, color, sex, gender, age, religion or religious creed, national origin, ancestry, citizenship, cultural identity, marital status, sexual orientation, gender identity, gender expression, genetic information, disability, military or veteran status, or any other characteristic protected by law. Federal and state laws may require that procurement preferences be given to persons/entities on the basis of membership in certain protected categories and may also restrict geographical sources of certain services and materials; thus, the City will take steps to comply with all such requirements of law as may be applicable.

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FOR POSSIBLE CONSIDERATION BY COUNCIL

Local Preference.

Add to Section 2.02(e) the following section (ix):

(ix) In addition, the Director may allow the lowest local bidder (defined as a bidder maintaining a place of business physically located and operating within the limits of [County in which Municipality is located] (the "County"), whose bid is within [PERCENTAGE%] of the lowest non-local bidder, to match the bid submitted by the non-local bidder and thereby be awarded the contract, if:

The total purchase price is [\$AMOUNT] or more;

The local bidder has a valid business license issued by the County or one of the municipalities within the County, which business license was issued at least twelve months prior to bid opening date; and

For a period of twelve months or more the local bidder has maintained a physical business address (not including a Post Office Box) located within the limits of the County;

provided, however, that if the procurement is to be made pursuant to state or federal guidelines that prohibit or restrict local preference, then there shall be no local preference.

In the event two or more bidders are tied in price while otherwise meeting all of the required conditions, the contract shall be awarded to the local bidder. If two or more of such bids are submitted by local bidders, the Director shall award the contract to one of the local tie bidders by drawing lots in public. If local bidders are not involved in the tie bids, the Director shall award the contract to one of the outside tie bidders by drawing lots in public.

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ARTICLE II. - RATES AND CHARGES

Sec. 53-31. - Establishment of rates.

The city council shall establish from time to time by ordinance a schedule of monthly rates for the services rendered by the combined waterworks and sewerage system.

(Code 1979, § 4-A-201)

Sec. 53-32. - Water rates.

The schedule of water rates as formulated and approved by the city council shall be used to calculate the monthly user charge for water service. A copy of the schedule will be kept on file by the city clerk, and will be made available for inspection upon request.

(Code 1979, § 4-A-202)

Sec. 53-33. - Sewer rates.

The schedule of sewer rates as formulated and approved by the city council shall be used to calculate the monthly user charge for sewer service. The sewer service charge shall be formulated and approved by council and levied on a monthly basis.

(Code 1979, § 4-A-203)

Sec. 53-34. - Failure to pay fee or charges.

The city council may authorize the discontinuation of service to any premises for failure to pay water or sewer charges at the time such charges are due and payable, as set out in this chapter. Service shall be reinstated only in accordance with the rules and regulations as established by the city council.

(Code 1979, § 4-A-204)

Sec. 53-35. - Water connection fees and deposit.

* needs to be based on city operation budget *

- (a) In addition to the standard water connection fee of \$25.00 per metered customer, a security deposit of \$50.00 shall be required of tenants/renters
- (b) Whenever service is discontinued, such security deposit, without interest, shall be returned to the depositor, after first deducting all outstanding bills for water and sewer service.

(Ord. No. 96-0202, § 4-A-205, 3-11-1996)

-\$35 connection fee - ONLY for owners -\$135 connection ree for renters.

Sec. 53-36. - Sewer connection fees.

For each new sewer connection to the system, the city resident or firm applying for sewer service shall pay as a tap-on or cut-in fee in the amount as established by council.

(Code 1979, § 4-A-206)

Sec. 53-37. - Water and sewer billing; no service furnished free.

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- (a) All meters shall be read once a month and each monthly bill shall become due and payable in its entirety on the tenth day of each month. These bills shall include, as part of the water bill due and payable, the monthly sewer service charge which is to be added thereto and to be collected as a part thereof.
- (b) No water or sewer disposal service shall be furnished or rendered for free of charge to any person, firm, or corporation. If the monthly bill is not paid within ten days after the due date, a penalty, as established by the council, shall be added, and if any bill shall remain unpaid by the tenth day of the following month, all services to such user shall forthwith be discontinued according to the procedures and guidelines established by council and shall remain change: disconnected until such user shall have paid his past due bill and the charge for reconnection.

(Code 1979, § 4-A-207)

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Sec. 53-38. - Sewer and water reconnection fees.

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53-38. - Sewer and water reconnection fees.

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Utility reconnection fees and charges shall be established from time to time by ordinance. Fees and charges in effect upon adoption of this Code remain effective until repealed or superseded. reads- 17th

Secs. 53-39-53-50. - Reserved.

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disconnect fee

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