

REVISED 6/20/24
PUBLIC HEARING & REGULAR MEETING OF CITY COUNCIL
JUNE 20, 2024 – 5:30 PM
MUNICIPAL COURTROOM
2222 HIGHMARKET STREET
GEORGETOWN, SOUTH CAROLINA
AND LIVESTREAM:



<https://www.facebook.com/cityofgtown/>

Notice of this meeting has been made in accordance with the
South Carolina Code of Laws as amended.

1. **CALL TO ORDER**
2. **ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
3. **INVOCATION & PLEDGE OF ALLEGIANCE**
4. **PUBLIC HEARING**

The purpose of the Public Hearing will be to receive citizen input concerning the following item.

- A. **an ordinance to adopt a budget and raise revenue for the City of Georgetown, South Carolina, for the fiscal year ending June 30, 2025 (FY 2025).**

5. **PUBLIC COMMENTS ON CURRENT AGENDA ITEMS**
6. **INTRODUCTION OF NEW EMPLOYEES**
7. **PLANNING AND COMMUNITY DEVELOPMENT**

- A. **Motion to approve first reading of an ordinance approving a lease agreement for the use of public property for a food truck vendor.**

Attachments:

- | | | |
|---|----------------------------|-------|
| 1 | Draft Food Truck Ordinance | (PDF) |
| 2 | Draft Lease Agreement | (PDF) |

- B. **Motion to approve a Designated Marketing Organization agreement between the City of Georgetown and the Georgetown Business Association for FY2025.**

Attachments:

- | | | |
|---|---------------------|-------|
| 1 | DMO Renewal 6-17-24 | (PDF) |
|---|---------------------|-------|

8. **BUILDING**
 - A. **Motion to approve first reading of an ordinance amending the City of Georgetown's Ordinance Chapter 5, Article I, Section 5-3, Expiration of Building Permits.**

Attachments:

- 1 Sec. 5.3. Expiration of building permits. (PDF)
- 2 enabling ordinance for Ch 5 amendment (PDF)

9. FINANCE

- A. **Motion to approve second reading of an ordinance to adopt a budget and raise revenue for the City of Georgetown, South Carolina, for the fiscal year ending June 30, 2025 (FY 2025).**

Attachments:

- 1 FY25 Budget Ordinance Redlined 6.20.24 (PDF)
- 2 FY25 Budget Ordinance Clean 6.20.24 (PDF)
- 3 2024.06.20 FY 2025 Budget Message (PDF)

- B. **Motion to approve a Resolution authorizing discretionary allocation to the Capital Reserve Fund.**

Attachments:

- 1 Capital Reserve Fund Amendment Resolution 6.10.2024 (PDF)

- C. **Motion to approve an invoice for \$80,000.00 for a Kaminski House FY23 deferred project.**

Attachments:

- 1 Kaminski House Request for Funds for ISP in FY2023-2024 (PDF)
- 2 Friends' Request for FY '24-'25 City Funding Signed (PDF)
- 3 Kiminski Invoice (PDF)

- D. **Swiftwater Strategies, Melisaa Harrill -Santee Cooper Distribution Update**

10. WATER UTILITIES

- A. **Motion to approve a contract in the amount of \$864,000 for the Sanitary Sewer Manhole Replacement and Sewer Line Point Repairs Project #1818 and award contract to Green Wave Contracting, Inc.**

Attachments:

- 1 CERTIFIED BID TAB (PDF)
- 2 Bid Recommendation 06 JUN 2024 (PDF)
- 3 GREEN WAVE - Combined_Bid_Packet (PDF)
- 4 Green Wave Email Agree to Match Low Bid (PDF)
- 5 R H MOORE CONSTRUCTION -
Manhole_Replacement_and_Sewer_Line_Point_Repairs_Bid (PDF)

11. PUBLIC WORKS

- A. **Motion to approve annual contract for fiscal year 2025 for janitorial services and make payment to Randolph Krazy Kleaning Services LLC in the amount of \$99,720.00.**

Attachments:

- 1 Bid Form.updated changes.1 (PDF)
- 2 2024.Updated Contract (PDF)

12. ADMINISTRATION

- A. **Motion to approve the PEBA addendum so members of council shall be entitled to participate in the State Health Insurance Plan on the same terms and conditions as do regular employees of the municipality.**

Attachments:

- 1 PEBA Health Insurance Councilmember Election (PDF)

- B. **Motion to approve the revised employee handbook as presented during the May 23rd workshop.**

Attachments:

- 1 Employee Handbook 2024 clean version (PDF)

- C. **Motion to approve a preliminary agreement in the amount of \$720,718 for design-build services (fees only) of the new City Hall project and award contract to Coastal Structures Corporation.**

Attachments:

- 1 Notice of Intent to Award-Coastal (PDF)
2 COG Bid Tab 5-28-24 (Update 6-4-24) Revised (PDF)
3 Coastal Proposal (PDF)
4 Coastal email to match bid 6.5.2024 (PDF)
5 MB KAHN Proposal (PDF)
6 Exhibit C - COG City Hall - A141Exhibit A-2014 (PDF)
7 Exhibit C - COG City Hall - A141Exhibit B-2014 (PDF)
8 Exhibit C - COG City Hall - A141-2014 (PDF)
9 WRCOG Independent Monitor of City Hall RFQ Process_06.17.2024 (PDF)

13. CITY ADMINISTRATOR REPORT

14. MINUTES

- A. **Motion to approve minutes of May 2, May 16, and May 23, 2024 Council Meetings.**

15. OLD BUSINESS

16. NEW BUSINESS

17. DEPARTMENT MONTHLY REPORTS

- A. **Electric Department Monthly Report**

Attachments:

- 1 Electric Department May 2024 Report (PDF)

- B. **Engineering Department Monthly Report**

Attachments:

- 1 Engineering Department May 2024 Report (PDF)

- C. **Fire Department Monthly Report**

Attachments:

- 1 Fire Department May 2024 Report (PDF)

- D. **Fleet Service May Report**

- Attachments:
- 1 Fleet Services My 2024 Report (PDF)
- E. Municipal Court Monthly Report**
- Attachments:
- 1 Municipal Court May 2024 Report (PDF)
- F. Planning & Community Development Monthly Report**
- Attachments:
- 1 Planning and Community Development May 2024 Monthly Report (PDF)
- 2 Planning and Community Development May 2024 Monthly Report Statistics (PDF)
- G. Police Department Monthly Report**
- Attachments:
- 1 Police Department May 2024 Report (PDF)
- 2 Police Department May 2024 Report Statistics (PDF)
- H. Public Works Monthly Report**
- Attachments:
- 1 Public Works May 2024 Report (PDF)
- I. Risk Management Monthly Report**
- Attachments:
- 1 Risk Management May 2024 Report (PDF)
- J. Water Utilities Monthly Report**
- Attachments:
- 1 Water Utilities Department May 2024 (PDF)
- K. Finance and IT Department Monthly Report**
- Attachments:
- 1 Finance Department Current ARPA Project Cost May 2024 Report (PDF)
- 2 Finance Department Current Project May 2024 Report (PDF)
- 3 Finance Department GovDeal May 2024 Report (PDF)
- 4 Finance Department Grant Summary May 2024 Report (PDF)
- 5 Finance Department Open PO May 2024 Report (PDF)
- 6 Finance Department Budget Performance April 2024 Report (PDF)
- 7 Finance Department Active Businesses May 2024 Report (PDF)
- 8 Finance and IT Department May 2024 Report (PDF)

18. PUBLIC COMMENTS ON CITY SERVICES, BUSINESS, OR OTHER CITY MATTERS NOT ON THE AGENDA

19. EXECUTIVE SESSION

- A. Motion to adjourn Regular Meeting and enter into Executive Session pursuant to Section 30-4-70(a) (1)(2) to discuss appointments/reappointments to the City Boards/Commissions and the Georgetown Housing Authority Board of Directors and to discuss and receive legal advice relating to potential or threatened litigation.**
- B. Motion to adjourn Executive Session and reconvene Regular Meeting.**
- C. NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION.**
- D. City Council may take action on items discussed in Executive Session.**

20. APPOINTMENT

21. ADJOURNMENT

- A. Motion to adjourn the Regular Meeting of City Council.**



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ORDINANCE

DOC ID: 4119 B

Council Meeting Date:	20 June 2024
Department:	Planning and Community Development
Issue Under Consideration:	MOTION TO APPROVE AN ORDINANCE APPROVING A LEASE AGREEMENT FOR THE USE OF PUBLIC PROPERTY FOR A FOOD TRUCK VENDOR
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

Peter Gaytan Completed 06/12/2024 8:33 AM
 City Attorney Completed 06/12/2024 12:59 PM
 Scott Whittier Completed 06/12/2024 2:47 PM
 Stephanie Buccione Completed 06/13/2024 10:43 AM
 Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 Draft Food Truck Ordinance (PDF)
2. 2 Draft Lease Agreement(PDF)

**MOTION TO APPROVE AN ORDINANCE APPROVING A LEASE AGREEMENT FOR THE
USE OF PUBLIC PROPERTY FOR A FOOD TRUCK VENDOR**

**AN ORDINANCE APPROVING A LEASE AGREEMENT FOR THE USE OF
PUBLIC PROPERTY FOR A FOOD TRUCK VENDOR**

WHEREAS, the City Council of the City of Georgetown is authorized to grant rights in public property of the city by ordinance, pursuant to Sections 2-41(a)(4) and (9) of the City of Georgetown Code of Ordinances; and

WHEREAS, the city received a *bona fide* proposal for a food truck vendor to locate and operate at the site of the Growers' Market, located at the old city hall property; and

WHEREAS, a food truck offering prepared foods is a compatible use with the Growers' Market and the otherwise-idle property; and

WHEREAS, lease of the city property for a food truck at the Growers' Market location benefits the city, its business people, its citizens, and visitors; and

WHEREAS, Mayor and City Council desire to enter into a lease agreement to allow for a food truck vendor to operate at the old city hall property; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, South Carolina, that the Mayor or her designee shall be authorized to execute the Lease Agreement attached at Exhibit A

PASSED by City Council duly assembled this ____ day of _____, 2024.

ATTEST:

Stephanie Buccione
City Clerk

Carol Jayroe
Mayor

APPROVED AS TO FORM:

First Reading:
Second Reading:

Elise F. Crosby
City Attorney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN) **LEASE AGREEMENT**
(food truck vendor)

This Lease Agreement is made effective as of _____, 2024 ("Effective Date," being the date this Agreement is approved by City Council), between the City of Georgetown, South Carolina, a municipal corporation and body politic ("Landlord" or "City"), and OneTeam LLC ("Tenant").

This Lease is entered into between the parties for the purpose of providing an accessible location for a food truck vendor at the City of Georgetown Growers' Market location.

In consideration of the mutual covenants herein contained, the parties agree to bind themselves, their successors, and any permitted assigns as follows:

SECTION ONE. LEASED PREMISES

Landlord leases to Tenant such portion of the public property at 120 N. Fraser Street in the City of Georgetown, TM # 05-0026-071-00-00, necessary to operate a singular food truck, such portion not to exceed .25 acres of the 2.3-acre parcel. The parent parcel is bounded by N. Fraser Street, Prince Street, and Dozier Street, and lands of the City. The portion leased shall not include such portion of the lot as used for the seasonal Growers' Market, nor encroach therein.

SECTION TWO. TERM

The lease term will begin on the Effective Date and run approximately six calendar months therefrom, expiring on the last day of December, 2024, subject to the right of the parties to terminate or cancel this Lease.

SECTION THREE. RIGHT TO TERMINATE

Either party may terminate this lease with 30 days' notice in writing, delivered to the other party:

Landlord: City of Georgetown, Attention: City Administrator, P.O. Drawer 939, Georgetown, S.C. 29442, and by email with delivery confirmation to: swhittier@georgetownsc.gov

Tenant: One Team LLC

SECTION FOUR. CONSIDERATION

The parties acknowledge this Lease is a test for both the Landlord and Tenant regarding advisability, suitability, and public benefit of utilizing the Premises for a food truck.

In exchange for Landlord's providing the Premises, Tenant agrees to pay nominal rent in the amount of \$600 (\$100 per month) for the term. Rent is payable in full the first calendar day of the month following the Effective Date. Further, at the end of the Term, Tenant agrees to share data with the City, to include the average number of customers or transactions on a weekly basis.

SECTION FIVE. USE AND POSSESSION

Tenant shall be entitled to use and possession on the first day of the term of this Lease. Tenant shall be entitled to one long term truck on the premises at a time. Tenant may erect signage as necessary to identify the business and parking, in compliance with the City of Georgetown Zoning Ordinance. As the premises is public property, the parties acknowledge such use is not exclusive.

SECTION SIX. INSURANCE

Tenant shall provide Landlord with a Certificate of Liability Insurance with a \$1,000,000.00 aggregate general liability insurance policy naming the City of Georgetown as additional named insured during the term of the lease. Landlord acknowledges this is not property insurance, which is the sole responsibility of Landlord. Tenant is solely responsible to defend claims of its employees under Worker's Compensation, disability, and other similar employee benefit acts.

SECTION SEVEN. MAINTENANCE AND DUTY

Landlord shall maintain the Premises in good repair and landscaped during the term of this Lease and maintain ingress and egress. Tenant shall be responsible for regular removal of garbage and debris and disposal of all waste from the premises.

SECTION EIGHT. GOVERNING LAW AND COMPLIANCE

Tenant shall be responsible to maintain a City of Georgetown business license and comply with local and state law and administrative, licensing, and tax requirements. This Lease shall be construed in accordance with the laws of the state of South Carolina.

SECTION NINE. AMENDMENT

This Lease may be modified or amended in writing, if the writing is signed by the parties obligated under the Agreement and amendment.

SECTION TEN. PUBLIC DOCUMENTS

The parties acknowledge the City is a public body subject to the South Carolina Freedom of Information Act (FOIA), and that all documents in the Landlord's possession in connection with this Lease are subject to release to the public unless exempt from disclosure under the FOIA or prohibited from release. If Tenant contends a document is proprietary, it shall mark any such documents plainly. If a FOIA request for documents identified as proprietary is received, Landlord agrees to promptly notify Tenant. If litigation is commenced under the FOIA for items withheld from production under this section, Tenant agrees to indemnify the City for all fees and costs.

SECTION ELEVEN. LIMITATION OF LIABILITY AND INDEMNITY

Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, which are incurred by Tenant, its agents, employees or assigns, or its invitees, as may be incurred in connection with the use or misuse of the premises.

Neither party shall be liable for damages to the other or third parties contracted by or associated with Landlord or Tenant for loss of profits, loss of use, or interruption of business, except in a case of gross negligence or willful violation of the terms hereinabove.

SECTION TWELVE. SEVERABILITY

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY OF GEORGETOWN

By:

Its:

Date: _____, 2024

witness

ONE TEAM LLC

By:

Witness

Its:

Date: _____, 2024

DRAFT



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ACTION ITEM

DOC ID: 4121

Council Meeting Date:	20 June 2024
Department:	Planning and Community Development
Issue Under Consideration:	Motion to approve a Designated Marketing Organization agreement between the City of Georgetown and the Georgetown Business Association for FY2025.
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	
Financial Impact:	N/A
Points to Consider:	To approve A Designated Marketing Organization between the City and the Georgetown Business Association.
Options:	N/A
Staff Recommendation:	Staff recommends Approval.

Reviews:

Peter Gaytan Completed 06/17/2024 12:33 PM
 Finance Completed 06/17/2024 1:54 PM
 City Attorney Completed 06/17/2024 3:25 PM
 Scott Whittier Completed 06/17/2024 3:27 PM
 Stephanie Buccione Completed 06/18/2024 9:41 AM
 Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 DMO Renewal 6-17-24 (PDF)

STATE OF SOUTH CAROLINA)
)
)
)
 CITY OF GEORGETOWN)
)
)

DESIGNATED MARKETING ORGANIZATION
 SERVICE AGREEMENT

 BETWEEN THE
 CITY OF GEORGETOWN AND THE
 GEORGETOWN BUSINESS ASSOCIATION

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, effective immediately and ending June 30, 2025, the “Effective Dates,” by and between the City of Georgetown, South Carolina, (“City”) a duly organized and validly existing body politic of the State of South Carolina, and the Downtown Georgetown Revitalization Association, d/b/a Georgetown Business Association (GBA), a South Carolina non-profit corporation.

WITNESSETH:

WHEREAS, The Mayor and City Council of the City of Georgetown (“City Council”) recognize the attraction of visitors and tourists is a key element in the economic development of the City of Georgetown, and the City has the need for a qualified, experienced, and capable organization to serve as the designated marketing organization (“DMO”) for the City for Fiscal Year 2024-2025 (FY 2025) pursuant to the requirements of S.C. Code Ann. Section 6-4-10; and

WHEREAS, Pursuant to an Agreement dated January 21, 2021, the GBA is currently the City’s DMO, effective with FY 2021 (“FY 2021 MOU”); and

WHEREAS, the FY2021 MOU was extended under its terms for three consecutive terms, expiring June 30, 2024; and

WHEREAS, City Council wishes to work in conjunction with the GBA to continue increasing tourism¹ by promoting the City as a tourist destination in FY 2025, and the GBA and the City Council wish to continue the working relationship to promote and increase tourism in the City during the Effective Dates; and

WHEREAS, Both parties recognize the need, benefit, and value of tourism and tourism promotion for the City; and

WHEREAS, The City and the GBA wish to enter into an Agreement for the GBA to function as the official DMO for City for FY 2025 and subsequent renewal terms as optioned under the terms of this Agreement.

NOW, THEREFORE, both parties agree to the following:

a) *City of Georgetown*

Pursuant to the terms of S.C. Code Ann. Section 6-4-10 and Sections 21-33(b) and 21-35(b)(5)

¹ Section 6-4-5 of the SC Code of Laws defines "Travel" and "tourism" as “mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.”

of the City of Georgetown Code of Ordinances, for the Effective Dates, the City Council agrees to:

- a.1) Contract for the GBA to serve as the City's Designated Marketing Organization
- a.2) Fund the GBA with all mandated funds as required by S.C. Code Ann. Section 6-4-10(3) (Exhibit A) and provide additional funds from the local Hospitality and Accommodations Tax for the remainder of FY 2025 as follows:

FY 2025 Hospitality and Accommodations Tax Allocations

State Accommodations Tax Funding – Estimated	\$ 40,000.00
<u>Local Hospitality and Accommodations Tax Funding (not to exceed)</u>	<u>\$220,000.00</u>
Total	\$260,000.00

State Accommodations Tax

- i. The City will provide the State Accommodations Tax. The balance will be paid upon receipt of the funds from the State of South Carolina on a quarterly basis. These funds are strictly used to promote the City as a tourist destination according to State law.

Local Hospitality and Accommodations Tax

- i. The City will provide an amount not to exceed \$220,000.00 from the Local Hospitality and Accommodations Tax to the GBA.
- ii. Funds will cover a contract with a professional marketing/advertising organization to develop a comprehensive multi-year marketing plan for the entire City.

b) *Georgetown Business Association*

For the Effective Dates, the GBA agrees to:

- b.1) Contract with the City to serve as its Designated Marketing Organization
- b.2) Abide by the public disclosure requirements of a tax-exempt nonprofit organization, as defined by Section 501(c)3 of the Internal Revenue Code of 1986.
- b.3) Administer the marketing efforts and manage the funds provided by the City as follows:

State Accommodations Tax

- i. Provide a detailed budget to be approved by City Council outlining the expenditures as follows:
 - a. FY 2025: the budget is included with this Agreement (Exhibit B).
 - b. FY 2026: Upon a new Agreement, the budget will be submitted by March 1, 2025, to the Finance Department.
- ii. The GBA will deposit these funds with a separate checking account and administer the State Accommodations Tax funds properly, as required by law.
- iii. Execute placement of limited advertising to promote the City of Georgetown through

June 30, 2025.

- iv. Identify opportunities for electronic and print advertising, develop content and place ads to be executed for a period that ends on June 30, 2025.
- v. Provide quarterly reports to City Council, through the Finance Department, on the implementation of the marketing efforts on behalf of the City.
- vi. Provide the State-required accounting and documentation to support this effort and submit an accurate reporting of actual expenditures on a quarterly basis and at the end of the Effective Date. The City agrees to work with the GBA to minimize the effort of the required accounting and reporting.

Local Hospitality and Accommodations Tax

- i. Provide a detailed budget to be approved by City Council outlining the expenditures as follows:
 - a. FY 2025: the budget is included with this Agreement (Exhibit B).
 - b. FY 2026: Upon a new Agreement, the budget will be submitted by March 1, 2025, to the Finance Department.
- ii. Create a scope of work and contract with a marketing/advertising organization to develop a comprehensive multi-year marketing plan for the entire City of Georgetown. The scope of work will be based on the expectation that the selected agency will incorporate plans for all areas, activities, events and attractions throughout the City that warrant inclusion in the plan. The resulting plan and all associated work products will become the joint property of the City of Georgetown and the GBA.
- i. Solicit input from the City on the scope of work.
- ii. Identify, screen and select an agency and coordinate their work effort.
- iii. Interview multiple marketing companies.
- iv. Be the primary point of contact to provide the information necessary in order to develop the overall City marketing plan.
- v. The GBA will provide invoices to the City's Finance Department in order to pay expenses directly to the vendor(s).

c) Term and Termination

This Agreement is for one year (July 1, 2024-June 30, 2025). A new agreement for sequential years will be required at the discretion of City Council.

d) Force Majeure

Force majeure includes acts of God, natural or man-made disasters, riots, public health emergencies, acts of other branches of government in either their sovereign or contractual capacities, or any similar cause beyond the reasonable control of the parties. Any delays in or failure of performance by either party that are caused by a Force Majeure shall not constitute breach of this Agreement. In the event that any event of force majeure occurs, both parties shall be entitled to a reasonable extension of time for performance of work. In the event of a force

majeure, if the City is forced to change the DMO appropriation, both parties will collaborate in adjusting the budget in the best interest of both parties.

e) Notices

All notices shall be in writing and shall be deemed to have been given by either hand delivery, U.S. Mail with delivery confirmation, or certified or registered mail, postage prepaid, addressed to the party to whom intended at the address provided below, with a copy via email, or at such other address as such party shall hereinafter designate to the other party in writing:

City of Georgetown:

City of Georgetown, South Carolina
Attention: City Administrator
Post Office Box 939
Georgetown, South Carolina 29442

Georgetown Business Association:

Georgetown Business Association
Attention: President
P.O. Box 973
Georgetown, SC 29442

f) Entire Agreement.

This Agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing signed by all parties. In the case of any conflict between the terms and conditions of this Agreement and any other agreement between the parties, the terms of this Agreement shall control.

g) Severability.

If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

h) Governing Law.

This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, and disputes to be submitted to a South Carolina state court with jurisdiction.

i) Assignment

The rights and obligations of the parties hereto shall not be assigned, in whole or in part, without the written consent of the other party hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first above written.

ATTEST:

CITY OF GEORGETOWN, SOUTH CAROLINA

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

Georgetown Business Association

By: _____
Carol Addy, President

Approved as to Form:

Elise F. Crosby, City Attorney

Attachment: DMO Renewal 6-17-24 (4121 : DMO agreement)

Exhibit A

CHAPTER 4
Allocation of Accommodations Tax Revenues

SECTION 6-4-10. Allocation to general fund; special fund for tourism; management and use of special fund.

(3) Thirty percent of the balance must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity. To manage and direct the expenditure of these tourism promotion funds, the municipality or county shall select one or more organizations, such as a chamber of commerce, visitor and convention bureau, or regional tourism commission, which has an existing, ongoing tourist promotion program. If no organization exists, the municipality or county shall create an organization with the same membership standard in Section 6-4-25. To be eligible for selection the organization must be organized as a nonprofit organization and shall demonstrate to the municipality or county that it has an existing, ongoing tourism promotion program or that it can develop an effective tourism promotion program. Immediately upon an allocation to the special fund, a municipality or county shall distribute the tourism promotion funds to the organizations selected or created to receive them. Before the beginning of each fiscal year, an organization receiving funds from the accommodations tax from a municipality or county shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the municipality or county which distributed them. Fees allocated pursuant to this subsection must not be used to pledge as security for bonds and to retire bonds. Also, fees allocated pursuant to this subsection must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity, and not used to pledge as security for bonds and to retire bonds.

Attachment: DMO Renewal 6-17-24 (4121 : DMO agreement)

Exhibit B

Georgetown Business Association – Designated Marketing Organization FY 2025 Budget

Attachment: DMO Renewal 6-17-24 (4121 : DMO agreement)



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ORDINANCE

DOC ID: 4116 C

Council Meeting Date:	20 June 2024
Department:	Planning and Community Development
Issue Under Consideration:	Motion to Approve an Ordinance Amending the City of Georgetown's Ordinance Chapter 5, Article I, Section 5-3, Expiration of Building Permits
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Peter Gaytan Completed 06/12/2024 2:57 PM

City Attorney Completed 06/12/2024 3:45 PM

It is now drafted in ordinance form

Scott Whittier Completed 06/13/2024 1:27 PM

Stephanie Buccione Completed 06/13/2024 4:40 PM

Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 Sec_5_3.__Expiration_of_building_permits. (PDF)
2. 2 enabling ordinance for Ch 5 amendment (PDF)

**MOTION TO APPROVE AN ORDINANCE AMENDING THE CITY OF GEORGETOWN'S
ORDINANCE CHAPTER 5, ARTICLE I, SECTION 5-3, EXPIRATION OF BUILDING PERMITS**

Motion to Approve an Ordinance Amending the City of Georgetown's Ordinance Chapter 5,
Article I, Section 5-3, Expiration of Building Permits

Sec. 5-3. Expiration of building permits.

All building permits shall expire eighteen (18) months from the date of issuance unless one or more extensions not exceeding ninety (90) days each is granted in writing by the building official. This section shall apply to all building permits issued before or after the date of enactment of this section.

(Ord. of 9-7-84)

Editor's note(s)—An ordinance enacted Sept. 7, 1984, provided for the addition of a new § 5-18, which section the editor has redesignated § 5-3 to facilitate reference and indexing.

Cross reference(s)—Licenses, permits miscellaneous business regulations, Ch. 13; flood damage prevention and control development permit, § 8-27; sewer connection permit required, § 22-81.

**AN ORDINANCE TO AMEND ART. 1 OF CHAPTER 5 OF THE CODE OF
ORDINANCES FOR THE CITY OF GEORGETOWN
BY AMENDING SECTION 5-3**

WHEREAS, Section 1-9 of the Code of Ordinances of the City of Georgetown allows for the amendment of the Code of Ordinances from time to time; and

WHEREAS, The City Council of the City of Georgetown adopted the International Building Code, as amended; and

WHEREAS, The Mayor and Council understand and appreciate the importance of local code compliance with the current International Building Code, for the safety and benefit of the citizens;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, South Carolina, duly assembled, that the City of Georgetown Code of Ordinances Chapter 5, Article 1 Section 5-3 be amended as follows (in red):

Sec. 5-3. Expiration of building permits.

All building permits shall expire ~~eighteen (18) months~~ one hundred and eighty (180) days from the date of issuance unless one or more extensions not exceeding ~~ninety (90)~~ one hundred and eighty (180) days each is granted in writing by the building official. This section shall apply to all building permits issued before or after the date of enactment of this section.

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

ATTEST:

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: enabling ordinance for Ch 5 amendment (4116 : Ordinance for Text Amendment to Chapter 5, Article 1, Sec. 5-3.)



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

ORDINANCE

DOC ID: 4100

Council Meeting Date:	20 June 2024
Department:	Finance
Issue Under Consideration:	Motion to approve an ordinance to adopt a budget and raise revenue for the City of Georgetown, South Carolina, for the fiscal year ending June 30, 2025 (FY 2025).
Amount Requested:	\$49,303,255
Is Item in Current Budget?	NA
If no, please explain:	NA
Financial Impact:	NA
Points to Consider:	Discussed during Budget Retreat on March 28, 2024, Budget Workshops on April 18, 2024, and May 2, 2024.
Options:	Motion to approve FY 24-25 Operating and Capital Budgets with fee and rate adjustments/do not approve motion
Staff Recommendations:	Approval

Reviews:

Kathy Vermeland Completed 05/09/2024 11:19 AM

City Attorney Completed 05/09/2024 1:53 PM

Scott Whittier Completed 05/10/2024 10:39 AM

Stephanie Buccione Completed 05/10/2024 11:10 AM

Georgetown City Council Completed 05/16/2024 5:30 PM

Attachments:

1. 1 FY25 Budget Ordinance Redlined 6.20.24 (PDF)
2. 2 FY25 Budget Ordinance Clean 6.20.24(PDF)
3. 3 2024.06.20 FY 2025 Budget Message (PDF)

**MOTION TO APPROVE AN ORDINANCE TO ADOPT A BUDGET AND RAISE REVENUE
FOR THE CITY OF GEORGETOWN, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING
JUNE 30, 2025 (FY 2025).**

**AN ORDINANCE TO ADOPT A BUDGET AND RAISE REVENUE FOR THE CITY OF GEORGETOWN,
SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (FY 2025)**

AND

TO AMEND THE WATER UTILITY RATES CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AMEND THE WASTEWATER UTILITY RATES CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AMEND THE STORMWATER UTILITY RATE CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AMEND THE RESIDENTIAL AND GENERAL ELECTRIC SERVICE RATE PROVISIONS CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AND AMEND THE WASTE MANAGEMENT/SANITATION RATES CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AND OTHER MATTERS RELATING TO ALL OF THE FOREGOING

WHEREAS, the City of Georgetown, South Carolina (the "City") is a municipal corporation of the State of South Carolina (the "State"), located in Georgetown County, South Carolina (the "County") and as such possesses all general powers granted by the South Carolina Constitution (1895, as amended) and statutes of the State to municipal corporations; and

WHEREAS, pursuant to Sections 5-9-10 *et seq.* of the Code of Laws of South Carolina 1976, as amended (the "SC Code") and Section 2-1 of the City's code of ordinances, the City operates under the mayor-council form of government, with a mayor and six council members serving as the governing body of the City (the "City Council"); and

WHEREAS, Section 5-9-30 of the SC Code requires that Mayor, with the assistance of the City Administrator and City staff, prepare and submit a budget for consideration by City Council; and

WHEREAS, Section 5-9-40 of the SC Code provides that the City Council shall adopt a budget for each fiscal year (July 1 through June 30 of the following calendar year and for purposes herein a, "Fiscal Year") to appropriate revenues and expenditures for various purposes necessary to conduct of business of City; and

WHEREAS, prior to the adoption of the budget, the City Council is required to hold a public hearing on the budget and any new fees resulting therefrom as required pursuant to Sections 5-7-260, 6-1-80, and 6-1-330 of the SC Code and the City's code of ordinances; and

WHEREAS, heretofore, and acting pursuant to the various authorizations described in the foregoing recital, the City Council, after due and proper notice, held public hearings on June 16, 2022 on the adoption of the budget and the various fees implemented hereunder; the hearings were conducted publicly and both proponents and opponents of the proposed actions of City Council were given the full opportunity to be heard; and

WHEREAS, subject to the limitations in Section 6-1-320 of the SC Code, City Council is authorized to increase the millage rate imposed for general operating purposes; and

WHEREAS, Section 6-1-330 of the SC Code authorizes City Council to charge and collect new service and user fees after public notice and hearing (as noted and recited above); and

WHEREAS, as required by the City's Master Bond Ordinance dated July 28, 2011, as amended on August 20, 2015 (the "Master Bond Ordinance") the City has covenanted to maintain rates and charges for the City's Combined Public Utility System (the "System") necessary to support the System and sustain the various revenue coverage requirements provided thereunder; acting under this legal mandate, the

Attachment: FY25 Budget Ordinance Redlined 6.20.24 [Revision 1] (4100 : FY 2024-2025 Budget Ordinance)

City shall periodically review its policies, rates, and fees necessary to facilitate operations, maintenance, capital expenditures, and debt service payments on revenue bonds payable from revenues of the System; and

WHEREAS, on the basis of the foregoing, this Ordinance authorizes and approves the City of Georgetown Annual Budget by Organization Report for FY 2024-2025 (the "FY 2025 Budget"), a copy of which is attached hereto as Exhibit A, and further authorizes and implements certain new fees and charges as necessary to support and fund the FY 2025 Budget.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, SOUTH CAROLINA:

SECTION 1. Enactment

This Ordinance was enacted by the City Council by a positive majority vote.

SECTION 2. Hearing

Following public hearings held after due and proper notice on June 20, 2024, this Ordinance and the FY 2025 Budget approved hereunder complies with Sections 6-1-80, 5-7-260, 6-1-320 and 6-1-330 of the SC Code as well as Sections 2-41 and 2-46 of the City's Code of Ordinances.

SECTION 3. Budget

The FY 2025 Budget, with proposed revenue for payment thereof, as prepared and as contained in an archived copy on file in the office of the Municipal Clerk, and available for public inspection, which copy is incorporated herein by reference, is adopted and made a part hereof. The FY 2025 Budget, as shown attached as Exhibit A and incorporated herein, is balanced as to receipts and disbursements in the total sum of ~~\$44,552,846~~~~\$48,830,818~~~~\$49,303,255~~. The FY 2025 Budget, as presented, sets forth the necessary revenues and expenditures for the various purposes described therein and shall govern the appropriation of the City's funds during the 2025 fiscal year. A summary of the revenues and expenditures for each of the City's major funds and the System is set forth in the Sections herein below.

SECTION 4. Ad Valorem Taxes

- A. *Ad valorem* property taxes, as a general fund revenue source, in the amounts and in the manner hereinafter mentioned, are and shall be levied, collected and paid as follows: a tax of ~~one hundred twenty-two and 30/100 (\$122.30)~~~~one hundred twenty-nine and 30/100 (\$129.30)~~ ~~one hundred thirty-one and 70/100 (\$131.70)~~, on every one thousand dollars and no/100 (\$1,000.00) in assessed value of all real estate and personal property of every description owned and used in the City, except as such property may be exempt from taxation under the Constitution and laws of the State; such tax shall be levied by the County Auditor and collected by the County Treasurer. Upon such collection, all taxes shall be paid into the City treasury for credit to the City, for the corporate purposes, permanent improvements, and current expenses. The total millage levy in the City shall be ~~one hundred twenty-two and 30/100 (\$122.30)~~~~one hundred twenty-nine and 30/100 (\$129.30)~~ ~~one hundred thirty-one and 70/100 (\$131.70)~~, which includes 4.0 mills of debt service millage to be levied for the City's general obligation bonds.
- B. The millage rates are based on estimated assessments received from the County Auditor and are subject to change based on final assessment figures. Any change in the FY 2025 Budget or the tax levy shall be by subsequent Ordinance enacted in accordance with the SC Code. However, upon information and belief, the millage levied herein is compliant with the terms of Section 6-1-320 of the SC Code.
- C. Upon its approval, a copy of this Ordinance and the FY 2025 Budget shall be made available to Georgetown County in order to properly order the levy and collection of *ad valorem* property taxes. Additionally, the City Administrator shall be authorized to make the millage certification to the County Auditor required by Section 12-43-285 of the SC Code.

- D. The Finance Director of the City (including any person holding such role in an interim or acting capacity), acting in concert with the proper officials of the County, shall be responsible for the collection of delinquent taxes, penalties and other charges.

SECTION 5. Fees, Taxes and Other Charges.

- A. That the FY 2025 Budget imposes permit fee schedules; such schedule shall be the operative permit fee and plan review fee schedule for permits rendered on or after the July 1, 2024. The permit and plan review fee schedule provides that no permit, as set forth in the Zoning Ordinance, be issued until the plan review fee is paid with the submittal of the building permit application and the building permit fee prescribed herein shall have been paid at the time of issuance of the building permit, nor shall an amendment to a permit be approved until the additional fee, if any, shall have been paid, and that if any person commencing any work on a building or structure, starts a development or places any mobile home before obtaining the necessary permit from the Building Official, they shall be subject to a penalty of a double permit fee, and the Building Official shall keep a permanent and accurate accounting of all permits and fees and all other monies collected. A copy of all building permit applications and certificates of occupancy shall be kept on file in the Planning and Community Development office for a period of three (3) years. Therefore, the building fees contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall be imposed and collected as described in the FY 2025 Budget, a copy of which is summarized on Schedule A attached hereto.
- B. That the FY 2025 Budget appropriates sufficient revenues within the Local Hospitality Tax fund to provide for the payment of all qualified expenses of local hospitality taxes, local accommodations taxes and state accommodations taxes, and debt service, if any.
- C. That the FY 2025 Budget appropriates sufficient revenues to fund the City's capital program. The capital program shall be funded from the issuance of debt and other sources made available for pay-as-you-go financing by the City.
- D. The City is required to comply with the South Carolina Code of Laws Title 30 (Public Records), Chapter 4 (Freedom of Information Act). As such, the city can pass along minimum cost to those seeking access to public documents. The fee/rate established have not been adjusted since February 2012. Rates shown on Schedule E will apply effective July 1, 2024.
- E. Encroachment, outdoor café, city right of way vendor usage and horse drawn guided tour permit fees have not been evaluated since 2012. Rates shown on Schedule F will apply effective July 1, 2024

SECTION 6. Combined Utility Fund for the System

- A. *Generally:* It is prudent and fiscally responsible for the City to periodically review established utility policies and rates to facilitate operations for the System. On such basis, the City has determined to implement certain rate increases for the System as summarized in subsections B, C and D below.
- B. *Water Utility Fund:* For fiscal year 2025, in the Water Utility Fund, a rate increase of 4% is included in the FY 2025 Budget and will apply to all water customers effective July 1, 2024. Therefore, the water utility rates contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule B attached hereto, which have been fully incorporated into the FY 2025 Budget.
- C. *Wastewater Utility Fund:* For the fiscal year 2025, in the Wastewater Utility Fund, a rate increase of 4% is included in the FY 2025 Budget and will apply to all wastewater customers effective July 1, 2024. Therefore, the wastewater rates contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule B attached hereto, which have been fully incorporated into the FY 2025 Budget.

- D. *Electric Utility Fund*: For the fiscal year 2025, in the Electric Utility Fund, a rate increase of 7% is included in the FY 2025 Budget and will apply to all electric customers effective July 1, 2024. Further, City Council has previously enacted certain provisions addressing the applicability of residential rates and general service rates to the City's electric utility customers. City Council desires to further refine and clarify the customers subject to each rate category. Therefore, the electric rates and certain categories of rate payors contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule B attached hereto, which have been fully incorporated into the FY 2025 Budget.

SECTION 7. Stormwater Drainage Utility Fund

- A. *Generally*: The City obtained a third party consultant to conduct a stormwater rate study. The study advised City Council to follow a recommended schedule ratee increase. For the fiscal year 2025, in the Stormwater Utility Fund, a rate increase of 14.7% is included in the FY 2025 Budget and will be effective July 1, 2024. Therefore, the stormwater rates contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule D attached hereto, which have been fully incorporated into the FY 2025 Budget.

SECTION 8. Waste Management Fund

- A. The City provides sanitation services to residential and certain commercial properties within the City. It is prudent and fiscally responsible for the City to periodically review the rates it charges for its sanitation services. Based upon a review of such rates, the City has determined to implement a rate increase of 3% for its residential and nonresidential sanitation services, as shown in Schedule C. Based on the inclusion of these rate adjustments, the FY 2025 Budget appropriates sufficient revenues to fund the Waste Management Fund.

SECTION 9. Allocation of Funds.

To facilitate operations as contemplated by the FY 2025 Budget, there shall be established and maintained a General Fund, Enterprise Funds, and other appropriate funds, in such amounts as are provided for in the budget aforesaid, as hereby adopted or as hereafter modified pursuant to law.

SECTION 10. Transfer Policy

On July 13, 2017, the City adopted a formal 'Transfer Policy' to allocate funds to and otherwise reimburse its General Fund for costs attributable to the Funds established for the Combined Public Utility System, which includes the Electric, Water, and Wastewater utilities. Any transfer from the Funds to the General Fund are considered an expense of the Funds, but shall only be made from those revenues which constitute surplus funds under the provisions of the Master Bond Ordinance.

SECTION 11. Reallocation of Funds

The City Administrator is hereby authorized to administer the budget and to transfer appropriations within and between departments of each fund if necessary to achieve the goals of the FY 2025 Budget. However, no such transfer shall (a) be made from one fund to another fund established pursuant to Section 9 above, or (b) conflict with any previously adopted policy of the City Council. Any change in the budget which would increase or decrease the total of all authorized expenditures must be approved by City Council.

SECTION 12. Ratification

The City Council ratifies and approves the findings of fact recited above. Further, all actions of the Mayor, City Administrator, and other City staff regarding the public hearings and drafting, execution and delivery of the FY 2025 Budget are ratified, approved and confirmed. Further, the City Administrator and City staff shall be authorized to do all things necessary to implement the provisions of the FY 2025 Budget.

SECTION 13. Severability

That if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by valid judgment or decree of any Court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, which remaining parts shall be considered as severable and shall continue in full force and effect.

SECTION 14. Future Adjustments

In the event that unforeseen expenditures become necessary during the FY 2025 and such expenditures would cause appropriations of a fund to be exceeded in total, a public hearing and an ordinance amending the original Budget will be necessary to appropriate additional funds.

PASSED by City Council duly assembled this 20th day of June, 2024.

ATTEST:

Stephanie Buccione, Municipal Clerk

Carol Jayroe, Mayor

Approved as to Form:

Elise F Crosby, City Attorney

First Reading:	<u>May 16, 2024</u>
Second Reading:	<u>June 20, 2024</u>
Public Hearing for Budget:	<u>June 20, 2024</u>
Public Hearing for Adjusted Rates:	<u>June 20, 2024</u>

Schedule A

Building Fees Schedule

As per the 2018 IRC Code: SECTION R108 FEES – R108.1 Payment of Fees.

A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any has been paid.

For all residential buildings, structures, renovations, developments, a Plan Review fee shall be paid at the time of submittal of a building permit application and a Permit Fee shall be paid at the time of issuance of a building permit, in accordance with the following schedule:

(A) Building Code Fees for Residential Construction/Renovations

Up to \$1, 000	for a valuation up to and including \$1,000.00 the fee shall be \$40.00; Plus an additional 50% Plan Review Fee.
\$1,001 to \$25,000	\$150.00 for the first \$1001.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00; Plus an additional 50% Plan Review Fee.
\$25,001 - \$50,000	\$300.00 for the first \$25,001.00 plus \$6.50 for each additional \$1,000.00 or fraction up to \$50,000.00; Plus an additional 50% Plan Review Fee.
\$50,001 - \$100,000	\$400.00 for the first \$50,001.00 plus \$6.00 for each additional \$1,000.00 or fraction up to \$100,000.00; Plus an additional 50% Plan Review Fee.
\$100,001 – \$500,000	\$700.00 for the first \$100,001.00 plus \$5.00 for each additional \$1,000.00 or fraction up to \$500,000.00; Plus an additional 50% Plan Review Fee.
\$500,001 - \$1,000,000	\$2,400.00 for the first \$500,001.00 plus \$4.00 for each additional \$1,000.00 up to \$1,000,000.00; Plus an additional 50% Plan Review Fee.
\$1,000,001.00 and up	\$2,650.00 for the first \$1,000,001.00 plus \$3.00 for each additional \$1,000 or fraction thereof; Plus an additional 50% Plan Review Fee. Plus an additional 50% Plan Review Fee.

Plan Review-Fee

When the proposed construction requires a plan to be submitted by the applicable building codes, a plan review fee shall be paid to the Building Official at the time of the submittal of the building permit application. Said plan review fee shall be equal to one-half (50%) of the building permit fee. The Plan Review fee is a non-refundable fee to cover the cost(s) of building staff and fire staff to review plan documents, and submittal materials for the issuance of a building permit.

(B) Building Code Fees for Commercial/Industrial Construction/Renovations

For all Commercial/Industrial buildings, structures, renovations, and developments, a Plan Review fee shall be paid at the time of submittal of a building permit application and a Permit Fee shall be paid at the time of issuance of a building permit, in accordance with the following schedule:

Up to \$1,000	for a valuation up to and including \$1,000.00 the fee shall be \$60.00; Plus additional 50% Plan Review Fee.
\$1,001 to \$50,000	\$60.00 for the first \$1000.00 plus \$8.00 for each additional \$1,000 or fraction up to \$50,000.00; Plus additional 50% Plan Review Fee.
\$50,001 - \$100,000	\$500.00 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction up to \$100,000.00; Plus additional 50% Plan Review Fee.
\$100,001 – \$500,000	\$850.00 for the first \$100,000 plus \$6.00 for each additional \$1,000 or fraction up to \$500,000.00; Plus additional 50% Plan Review Fee.
\$500,001 – \$1,000,000	\$2,850.00 for the first \$500,001 plus \$5.00 for each additional \$1,000 or fraction up to \$1,000,000.00; Plus additional 50% Plan Review Fee.
\$1,000,001 – \$5,000,000	\$3,250.00 for the first \$1,000,001.00 plus \$4.00 for each additional \$1,000 or fraction up to \$5,000,000.00; Plus additional 50% Plan Review Fee.
\$5,000,001 – \$10,000,000	\$4,220.00 for the first \$5,000,001.00 plus \$3.00 for each additional \$1,000 or fraction up to \$10,000,000.00; Plus additional 50% Plan Review Fee.
\$10,000,001 and up	\$4,850 for the first \$10,000,001.00 plus \$2.50 for each additional \$1,000 or fraction up thereof; Plus additional 50% Plan Review Fee.

Plan Review-Fee

When the proposed construction requires a plan to be submitted by the applicable building codes, a plan review fee shall be paid to the Building Official at the time of the submittal of the building permit application. Said plan review fee shall be equal to one-half (50%) of the building permit fee. The Plan Review fee is a non-refundable fee to cover the cost(s) of building staff and fire staff to review plan documents and submittal materials for the issuance of a building permit.

If in the opinion of the Building Official the valuation of building or alteration of a structure (Commercial, Residential, or Industrial) appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimated cost to meet the approval of the Building Official. Permit valuations shall include total cost of construction, and must be determined by total square footage. Construction Costs, as per the most current ICC (International Code Council) Building Valuation Data sheet.

(C) Electrical, Mechanical, Plumbing and HVAC

All electrical, mechanical, plumbing and HVAC fees are based on the value per job as described in above values.

(D) Penalties – Stop work orders

Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment for such double fee shall not relieve any persons from fully complying with the requirements of the International Building Code in the execution of the work nor from any other penalties approved by the City code of ordinance.

(E) Mobile Home fees

For every mobile home requiring an inspection, the fee shall be \$500.00.

- (F) Demolition Fee
Demolition of any building or structure, the fee shall be \$150.00 residential, and \$150.00 + \$30.00 per unit commercial.
- (G) Moving Permit
For the moving of any building or structure the fee shall be \$150.00.
- (H) Permits not posted on-site
When work is permitted on site, any event in which the permit is not posted in a visible location, the fee shall be \$75.00.
- (I) Re-inspections
When the permittee fails to have the facility open for inspection, or does not have construction at the proper stage for the inspection requested; the fee shall be \$75.00 for each such re-inspection, to be paid before the re-inspection is made.
- (J) Business License/Change of Tenant Inspections
For the inspection of new businesses related to business license inspections and or change of tenant inspections the fee shall be \$25.00.
- (K) Construction Board of Appeals Board
Appeals from the Building Official or Fire Marshall's Decisions to the Construction Board of Appeals shall be charged \$300.00.

Variance Request shall be charged \$200.00.

All other Appeals made to the Construction Board of Appeals shall be charged \$200.00.

Planning Fees

- (A) Fees for plan review. The following plan reviews will be charged their respective fees:

- (1) Fees for Residential plans review:

Subdivisions of ten (10) or less lots shall be charged \$30.00 for the first lot and \$6.00 for all additional lots.

Subdivisions with more than ten (10) lots shall be charged a base fee of \$200.00 and \$7.00 per lot surcharge.

Review of any required revisions on all subdivision reviews shall be charged a base fee of \$50.00.

- (2) Fees for Commercial and industrial plan review:

Preliminary review of all commercial and/or industrial projects shall be charged a base fee of \$200.00 with a surcharge of \$10.00 per acre.

Final review of commercial and/or industrial projects shall be charged a base rate of \$150.00, with a surcharge of \$10.00 per acre.

Review of any required revisions shall be charged a flat rate fee of \$50.00

As-built shall be charged \$20.00 for review.

All other platting actions shall be charged \$20.00 for review.

(B) Rezoning (Zoning Amendment) Request shall be charged as followings:

Rezoning (Zoning Map Amendment) request to any district except Planned Development Districts shall be charged \$300.00.

Zoning Text Amendment request to the Zoning Ordinance shall be charged \$250.00.

Rezoning (Zoning Map Amendment) request to Planned Development Districts shall be charged according to the following scale:

Minor Subdivisions (1-3 Acres):

Residential/Commercial/ Industrial Planned Developments shall be charged a base fee of \$1,000.00, plus \$10.00 per acre for every acre over the required minimum of one (1) acre.

Mixed Use Planned Developments shall be charged a base fee of \$1,000.00, plus \$15.00 per acre for every acre over the required minimum of one (1) acre.

Request for changes to existing Minor Planned Developments shall be charged a base fee of \$200.00 plus \$3.00 per acre of affected Residential area and \$5.00 per acre of affected commercial/industrial/mixed use area of development.

Major Subdivisions (Over 3 acres):

Residential/Commercial/Industrial Planned Developments shall be charged a base fee of \$1,000.00, plus \$10.00 per acre for every acre over the required minimum of (3) acres.

Mixed Use Planned Developments shall be charged a base fee of \$1,000.00, plus \$10.00 per acre for every acre over the required minimum of three (3) acres.

Request for Major changes to existing Major Planned Developments shall be charged a base fee of \$300.00 plus \$5.00 per acre of affected Residential area and \$10.00 per acre of affected commercial/industrial/mixed use area of development.

(C) Other Zoning Planning Fees

(1) Commercial Plan Review shall be charged \$150.00

(2) Zoning Board of Appeals

Appeals from the Zoning Administrators Decisions/interpretations to the Zoning Board of Appeals shall be charged \$300.00

Variance Request shall be charged \$300.00

All other Appeals made to the Zoning Board of Appeals shall be charged \$300.00

(D) Architectural Review Board

Applications made to the Architectural Review Board shall be \$200.00

Review of revisions shall be charged \$100.00

(E) Community Appearance Board

Applications made to the Community Appearance Board shall be \$200.00

(F) Sign Permit Fees

- For all signs 10 square feet or less, a \$100.00 fee shall be required.
- For all signs exceeding 10 square feet, there shall be a fee based on the value of the sign as set forth in the Building code fee schedule with a \$100.00 minimum.
- For all construction signs, a sign permit fee of \$20.00 shall be required.
- For all temporary signs, a \$25.00 sign permit fee shall be required. (except those signs exempt from permitting as described in the Zoning Ordinance)
- Political signs shall post a \$250.00 deposit with the City in order to obtain a permit to erect campaign signs. Candidates will be refunded this deposit if all signs are removed by the seventh day following an election. If all signs are not removed within the required timeline, the deposit will be forfeited to the city to cover the cost of removal.
- All publicly owned, eleemosynary, religious, or philanthropic signs are exempt from any fee set forth herein.

Penalty

Double permit fees shall be required of any person(s) or firm who actually begins any work for which a permit is required by the Zoning Ordinance before obtaining such permit. Such person(s) or firm shall, in addition, be subject to all the penalty provisions of the Zoning Ordinance.

Plan Review Fees**ARTICLE X. FEES**

1000 A Base rate of one hundred dollars plus fifty dollars per hour of plan review time shall be charged for review. This fee is nonrefundable. The base rate shall be paid at plan submission and the hourly charge paid before any building permit is issued or development takes place. The City shall timely provide an estimate of fees as requested by any developer or contractor. (Ord. of 6-18-92)

Schedule B

Combined Public Utility System Rates Schedule (Water, Waste Water, and Electric Rates)

Water Utility Rates

In-City Rates

In-City rates apply to all water service located within the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$24.42	\$5.58
1.00"	\$40.71	\$5.58
1.50"	\$81.18	\$5.58
2.00"	\$129.91	\$5.58
3.00"	\$243.65	\$5.58
4.00"	\$406.26	\$5.58
6.00"	\$812.22	\$5.58
8.00"	\$1462.10	\$5.58

Out-of-City Rates

Out-of-City rates apply to all water service located outside the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$48.88	\$11.18
1.00"	\$81.40	\$11.18
1.50"	\$162.35	\$11.18
2.00"	\$259.79	\$11.18
3.00"	\$487.33	\$11.18
4.00"	\$812.52	\$11.18
6.00"	\$1624.39	\$11.18
8.00"	\$2924.23	\$11.18

The above customer charges, based upon nominal meter size, shall be the minimum charge each month. No allowance for usage is included in the customer charge.

Wastewater Utility Rates

In-City Rates

In-City rates apply to all wastewater service located within the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$28.40	\$5.67
1.00"	\$45.02	\$5.67
1.50"	\$89.99	\$5.67
2.00"	\$142.50	\$5.67
3.00"	\$267.53	\$5.67
4.00"	\$444.98	\$5.67
6.00"	\$887.42	\$5.67
8.00"	\$1594.89	\$5.67

Out-of-City Rates

Out-of-City rates apply to all wastewater service located outside the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$56.78	\$11.36
1.00"	\$90.00	\$11.36
1.50"	\$179.99	\$11.36
2.00"	\$284.99	\$11.36
3.00"	\$535.02	\$11.36
4.00"	\$889.94	\$11.36
6.00"	\$1774.85	\$11.36
8.00"	\$3189.76	\$11.36

The above customer charges, based upon nominal meter size, shall be the minimum charge each month. No allowance for usage is included in the customer charge.

Water and Wastewater Development Fees

Meter Size	Water	Waste Water
¾"	\$950	\$1,320
1"	\$1,620	\$5,280
1 ½"	\$3,140	\$6,340
2"	\$5,040	\$23,630
3"	\$9,500	\$29,960
4"	\$15,870	\$31,810

Electric Utility Rates Schedule

Definitions:

Customer: The actual user of the electric service.

Customer Charge: A monthly fee that is not just for expenses related to the meter, but also includes other costs that do not vary with consumption. Since these costs are incurred regardless of customer consumption, they are collected as a set fee even though a customer may have no consumption.

Commercial Non-Demand Customer: All commercial customers that are not demand metered.
Commercial Demand

Customer: All commercial customers that are demand metered and have monthly demands of less than 1000 KW.

Demand: The maximum measured KW over a period of fifteen (15) minutes.

Energy: The amount of power used over a period of time. Energy is measured in kilowatt-hours.

Extra Large Commercial Customer: All commercial customers that are demand metered and are reasonably expected to have monthly demands that exceed 1000 KW.

Hours Use Demand: A representation of load factor and is the total energy usage of a customer in a particular month divided by the customer's demand for the same month.

KW (Kilowatt): A unit of power equal to 1,000 watts.

KWH (Kilowatt Hour): A unit of energy equal to one thousand (1,000) watt hours.

Load Factor: The relative use of energy for the maximum amount of demand placed on the system in a given time period.

Purchased Power Cost Adjustment: The purchased power cost adjustment (PPCA) is intended to adjust for any over or under recovery of purchased power costs resulting from variances in actual purchased power costs as compared to those costs that are estimated and incorporated in the base electric rates adopted from time to time. This PPCA provision is applicable to and becomes a part of the City's published rate schedules that so specify.

Residential Customer: All customers whose consumption is in a private residence or individual family apartment. This would also include home occupations, bed and breakfast establishments, recognized boarding and rooming houses, and other structures that are primarily used for residential purposes.

Residential Rates

Residential rates shall be applicable for use in private residence or an individual family apartment. Also includes home occupations, bed and breakfast establishments, recognized boarding and rooming houses, and other structures that are primarily used for residential purposes. Each residence or each apartment will be served by a separate meter. Energy may not be resold or shared with others.

Residential service shall be alternating current, 60 hertz, single-phase at available voltage.

Monthly service charges shall consist of the following:

Customer Charge \$10.75

Energy Charge per KWH \$0.116126

Purchased Power Cost Adjustment As calculated

General Service Rates

General Service rates shall be applicable to commercial and other customers not subject to the residential rate schedule. Churches, synagogues, and other recognized places of religious worship, and all buildings that are a part thereof, shall be exempt from demand charges. Energy may not be resold or shared with others.

General Service shall be alternating current, 60 hertz, single or three-phase at the City's options, at available voltage.

General Service Rates shall consist of three (3) classes: commercial non-demand, commercial demand, and extra-large commercial.

Monthly service charges shall consist of the following:

Commercial Non-Demand Class:

Customer Charge	\$16.12
Implied Demand Charge	
First 10 KW	\$0.00
All above 10 KW	\$8.88per Kw
Energy Charge	
First 2,800 KWH	\$0.11346 per KWH
All above 2,800 KWH	\$0.10675 per KWH
Purchase Power Cost Adjustment	As calculated
<u>Commercial Demand Class:</u>	
Customer Charge	\$16.12
Demand Charge	
First 10 KW	\$0.00
All above 10 KW	\$8.88 per KW
Energy Charge:	
First 400 HUD:	
First 2,800 KWH	\$0.11257 per KWH
All above 2,800 KWH	\$0.10584 per KWH
Above 400 HUD:	
All KWH	\$0.05713 per KWH
Purchase Power Cost Adjustment	As calculated
<u>Extra Large Commercial Class:</u>	
Customer Charge	\$2688.14
Demand Charge – All KW	\$16.12
Energy Charge:	
First 400 HUD	\$0.07259 per KWH
Above 400 HUD	\$0.05713 per KWH
Purchased Power Cost Adjustment	As calculated

Purchased Power Cost Adjustment (PPCA)

This rate is applicable throughout the entire territory served by the City of Georgetown. It becomes a part of all the City's retail electric service schedules other than lighting and is applicable to all KWH sales hereunder. The monthly bill computed under the appropriate rate schedule will be increased or decreased by an amount equal to the result of multiplying the KWH used by the Purchased Power Cost Adjustment factor.

The PPCA will be calculated as follows:

$$PPCA = ((Pm + Tu)/Sm) - \text{Base Rate}$$

PPCA = Purchased Power Cost Adjustment factor in dollars per KWH rounded to the nearest one thousandth of a cent applicable to bills rendered during the current billing period.

Pm = Total estimated applicable purchased power costs

Sm = Energy sales, excluding lighting usage for the projected billing period

Base rate = \$0.06476

$$Tu = [Sn-2 \times (PPCAn-2 + \text{Base Rate})] - [(Pn-2 + TUn-2)]$$

Where:

Sn-2 = Total system sales (KWH) excluding street lights from second preceding month

Pn-2 = Actual purchased power cost for the second preceding month

PPCAn-2 = Purchased power cost adjustment factor in dollars per KWH rounded to the nearest one thousandth of a cent applicable to bills rendered during the second preceding billing month

TUn-2 = True-up for the second preceding billing month

Schedule C

Waste Management Fees Schedule

Residential Customers:

- (A) Residential customers shall be charged twenty-seven dollars and 68/100 (\$27.68) per month.
- (B) Service for additional rollout will be an additional twenty-seven dollars and 68/100 (\$27.68) per month.
- (C) Backdoor residential customers shall be charged twenty-seven dollars and 68/100 (\$27.68) per month.

Non-Residential Customers:

- (A) Nonresidential customers utilizing rollout containers in the DSD (Downtown Sanitation District) shall be charged a base monthly fee of eighty-seven dollars and 87/100 (\$87.87), which provides for one rollout container and up to seven (7) pickups per week as well as the pickup of flattened boxes. Customers generating higher volumes of waste can request service for an additional rollout container at the monthly rate of eighty-seven dollars and 87/100 (\$87.87), per rollout container. Pickup of yard debris, white and brown goods are not provided to nonresidential sanitation customers in the DSD.
- (B) All other nonresidential sanitation customers utilizing rollout containers shall be charged thirteen dollars and 84/100 (\$13.84) (per rollout container per twice weekly pickup). This fee provides only for pickup of rollout containers. Customers generating higher volumes of waste can request service for an additional rollout container at the monthly rate of twenty-seven dollars and 68/100 (\$27.68) per rollout container.
- (C) Nonresidential or commercial sanitation customers utilizing bulk containers (dumpsters) shall be charged a base rate of two dollars and 31/100 (\$2.31) per month, plus a collection fee of five dollars and 27/100 (\$5.27) per cubic yard of material collected per month. Cubic yardage shall be calculated by multiplying the total cubic yard capacity of all containers utilized by the total number of pickups per month.

Brown and White Goods Pick Up:

The city provides clean sweeps for residential customers on a quarterly basis to dispose unwanted furniture, appliance and electronic waste items. Residential customers requesting an additional pickup service outside the scheduled clean sweeps shall pay a fee of one hundred forty-nine dollars and 35/100 (\$149.35) per pickup service.

Schedule D

Stormwater Utility Rates

Residential Rates

Residential rates shall apply to a private residence or an individual family apartment. Residential rates are not applicable for structures designed for short-term occupancy such as bed and breakfast establishments and overnight boarding houses. Such structures shall be subject to commercial rates. Fees billed each month for residential lots with more than a single-family use shall be based on one Equivalent Residential Unit (ERU) equal to the number of electric or water meters, whichever is greater.

Monthly rate for residential shall be equal to: \$10.33 per ERU

Non-Residential Rates

Non-residential rates shall apply to commercial and all other users not qualifying for residential rates. One acre of commercial, industrial, nonprofit, public, or semipublic property shall be equal to 6.3 ERU's or Equivalent Residential Units. Any non-residential property less than one acre shall be considered one acre when computing the fee.

Non-residential rates shall also apply to vacant properties.

Monthly rate for non-residential shall be equal to: \$10.33 per ERU

Schedule E

Freedom of Information Act Requests Fee/Rate Summary

Description	Fee/Rate
	\$3.00
Staff Search/Retrieval/Preparation Time	\$6.00/ ¼ hr
Black and White Copies Letter or Legal	\$0.25
Color Copies Letter or Legal	\$0.40
Copies Larger than 11x17	\$8.00
Flash Drive	\$12.00
Postage	At cost
Deposit required for anticipated or apparent staff search time exceeding five (5) hours	\$1/2 of estimated costs

The Administrator or the designated FOIA staff member in the Administration Department may provide the documents free of charge if it is determined that the information is 'primarily benefiting the public'.

Schedule F

Encroachment, Outdoor Cafe, City Right of Way Vendor Usage and Horse Drawn Guided Tour

Permit Fee Summary

Description	Fee/Rate
Encroachment Permit:	
10 square feet or less	\$50.00/yr
10 to 100 square feet	\$100.00/yr
100 square feet or larger	\$150.00/yr
Outdoor Cafe Encroachment Permit:	\$100.00/table
Vending on City Right of Way Permit	\$500.00/yr
Horse Drawn Guided Tour Permit	\$50.00/yr

Attachment: FY25 Budget Ordinance Redlined 6.20.24 [Revision 1] (4100 : FY 2024-2025 Budget Ordinance)

EXHIBIT A

City of Georgetown Annual Budget by Organization Report for FY 2025
(July 1, 2024 to June 30, 2025)

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Fund: 0010 General Fund						
Revenue						
0010.00 - General Fund,Revenue	\$10,633,431.22	\$10,287,955.91	\$11,190,419.17	\$14,334,600.66	\$14,417,451.00	\$14,219,854.00
Revenue Totals	\$10,633,431.22	\$10,287,955.91	\$11,190,419.17	\$14,334,600.66	\$14,417,451.00	\$14,219,854.00
Expenditures						
0010 - General Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010.01 - General Fund,Administration	\$190,363.62	\$170,067.30	\$278,226.64	\$397,071.22	\$285,880.00	\$289,409.00
0010.01.02 - General Fund,Administration,Mayor and Council	\$266,775.50	\$235,828.75	\$248,309.02	\$243,694.33	\$298,328.00	\$306,389.00
0010.03 - General Fund,Building & Planning	\$0.00	\$0.00	\$0.00	\$33.89	\$0.00	\$0.00
0010.04 - General Fund,Finance	\$401,936.02	\$429,719.83	\$463,950.85	\$360,951.98	\$521,141.00	\$655,167.00
0010.05.05 - General Fund,Police,Police Staff Services	\$3,345,541.06	\$3,193,947.40	\$3,426,018.54	\$3,697,868.88	\$4,406,763.00	\$5,290,997.00
0010.05.07 - General Fund,Police,Victim's Advocate	\$66,367.31	\$48,783.30	\$62,829.26	\$45,124.31	\$0.00	\$74,023.00
0010.05.26 - General Fund,Police,Grants	\$10,575.58	\$8,529.30	\$12,879.22	\$16,363.21	\$0.00	\$0.00
0010.05.28 - General Fund,Police,Safe Streets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010.06 - General Fund,Building Department	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$465,471.00
0010.09 - General Fund,Planning & Community Development	\$623,086.46	\$571,986.06	\$625,077.08	\$706,128.94	\$1,174,948.00	\$624,039.00
0010.10 - General Fund,Municipal Court	\$268,029.88	\$240,379.83	\$280,237.44	\$277,164.62	\$326,422.00	\$365,625.00
0010.10.06 - General Fund,Municipal Court,Victim's Advocate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010.11 - General Fund,Fire	\$2,743,355.50	\$2,611,882.40	\$2,791,991.03	\$2,866,660.20	\$3,376,075.00	\$3,791,098.00
0010.12 - General Fund,Public Works	\$869,515.83	\$877,857.34	\$1,171,991.84	\$1,084,594.71	\$1,030,822.00	\$1,128,557.00
0010.13 - General Fund,Information Technology	(\$587.73)	(\$577.27)	\$1,437.15	\$5,136.39	(\$52,216.00)	\$178.00
0010.14 - General Fund,Fleet Services	(\$2,050.75)	\$508.52	\$2,848.99	\$12,727.51	\$124,076.00	\$153,752.00
0010.20 - General Fund,General Government	\$680,251.26	\$526,618.73	\$475,022.39	\$525,859.57	\$1,305,815.00	\$596,795.00
0010.21 - General Fund,Debt Service	\$131,360.00	\$170,707.02	\$39,347.02	\$39,347.02	\$181,342.00	\$245,643.00
0010.22 - General Fund,Other Financing Uses	\$0.00	\$0.00	\$2,179,401.00	\$779,279.00	\$1,375,620.00	\$232,711.00
Revenue Totals:	\$10,633,431.22	\$10,287,955.91	\$11,190,419.17	\$14,334,600.66	\$14,417,451.00	\$14,219,854.00
Expenditure Totals	\$9,594,519.54	\$9,086,238.51	\$12,059,567.47	\$11,058,005.78	\$14,355,016.00	\$14,219,854.00
Fund Total: General Fund	\$1,038,911.68	\$1,201,717.40	(\$869,148.30)	\$3,276,594.88	\$62,435.00	\$0.00
Fund: 0011 Debt Service						
Revenue						
0011.00 - Debt Service,Revenue	\$143,994.97	\$163,386.28	\$151,249.36	\$185,784.99	\$180,000.00	\$180,000.00
Revenue Totals	\$143,994.97	\$163,386.28	\$151,249.36	\$185,784.99	\$180,000.00	\$180,000.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Expenditures						
0011.21 - Debt Service,Debt Service	\$0.00	\$0.00	\$132,755.63	\$131,360.00	\$180,000.00	\$180,000.00
Revenue Totals:	\$143,994.97	\$163,386.28	\$151,249.36	\$185,784.99	\$180,000.00	\$180,000.00
Expenditure Totals	\$0.00	\$0.00	\$132,755.63	\$131,360.00	\$180,000.00	\$180,000.00
Fund Total: Debt Service	\$143,994.97	\$163,386.28	\$18,493.73	\$54,424.99	\$0.00	\$0.00
Fund: 0012 Capital Projects Reserve Fund						
Revenue						
0012 - Capital Projects Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0012.00 - Capital Projects Reserve Fund,Revenue	\$0.00	\$0.00	\$892,272.00	\$1,388,714.54	\$2,409,641.00	\$4,213,609.00
Revenue Totals	\$0.00	\$0.00	\$892,272.00	\$1,388,714.54	\$2,409,641.00	\$4,213,609.00
Expenditures						
0012 - Capital Projects Reserve Fund	\$0.00	\$0.00	\$20,432.67	\$0.00	\$0.00	\$0.00
0012.00 - Capital Projects Reserve Fund,Revenue	(\$84,998.50)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0012.26 - Capital Projects Reserve Fund,Special Projects	\$406,916.85	\$132,561.94	\$787,428.61	\$2,896,529.11	\$2,472,076.00	\$4,213,609.00
Revenue Totals:	\$0.00	\$0.00	\$892,272.00	\$1,388,714.54	\$2,409,641.00	\$4,213,609.00
Expenditure Totals	\$321,918.35	\$132,561.94	\$807,861.28	\$2,896,529.11	\$2,472,076.00	\$4,213,609.00
Fund Total: Capital Projects Reserve Fund	(\$321,918.35)	(\$132,561.94)	\$84,410.72	(\$1,507,814.57)	(\$62,435.00)	\$0.00
Fund: 0013 TIF District						
Revenue						
0013.00 - TIF District,Revenue	\$0.00	\$0.00	\$42,743.38	\$85,790.73	\$91,612.00	\$133,797.00
Revenue Totals	\$0.00	\$0.00	\$42,743.38	\$85,790.73	\$91,612.00	\$133,797.00
Expenditures						
0013 - TIF District	\$0.00	\$0.00	\$11,094.60	\$0.00	\$91,612.00	\$133,797.00
Revenue Totals:	\$0.00	\$0.00	\$42,743.38	\$85,790.73	\$91,612.00	\$133,797.00
Expenditure Totals	\$0.00	\$0.00	\$11,094.60	\$0.00	\$91,612.00	\$133,797.00
Fund Total: TIF District	\$0.00	\$0.00	\$31,648.78	\$85,790.73	\$0.00	\$0.00
Fund: 0014 American Rescue Plan Act (ARP)						
Revenue						
0014 - American Rescue Plan Act (ARP)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014.00 - American Rescue Plan Act (ARP),Revenue	\$0.00	\$0.00	\$660,563.02	\$1,156,514.23	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$660,563.02	\$1,156,514.23	\$0.00	\$0.00

Attachment: FY25 Budget Ordinance Redlined 6.20.24 [Revision 1] (4100 : FY 2024-2025 Budget

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Expenditures						
0014 - American Rescue Plan Act (ARP)	\$0.00	\$0.00	\$655,691.52	\$14,696.03	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$660,563.02	\$1,156,514.23	\$0.00	\$0.00
Expenditure Totals	\$0.00	\$0.00	\$655,691.52	\$14,696.03	\$0.00	\$0.00
Fund Total: American Rescue Plan Act (ARP)	\$0.00	\$0.00	\$4,871.50	\$1,141,818.20	\$0.00	\$0.00
Fund: 0017 Federal Grants						
Revenue						
0017.00 - Federal Grants,Revenue	\$3,333.48	(\$10.86)	\$1,706.75	\$2,931.68	\$0.00	\$0.00
Revenue Totals	\$3,333.48	(\$10.86)	\$1,706.75	\$2,931.68	\$0.00	\$0.00
Expenditures						
0017.69 - Federal Grants,Federal Grants	\$1,193.48	\$740.49	\$1,706.73	\$2,931.68	\$0.00	\$0.00
Revenue Totals:	\$3,333.48	(\$10.86)	\$1,706.75	\$2,931.68	\$0.00	\$0.00
Expenditure Totals	\$1,193.48	\$740.49	\$1,706.73	\$2,931.68	\$0.00	\$0.00
Fund Total: Federal Grants	\$2,140.00	(\$751.35)	\$0.02	\$0.00	\$0.00	\$0.00
Fund: 0018 State and Local Grants						
Revenue						
0018.00 - State and Local Grants,Revenue	\$43,132.27	\$40,546.44	\$13,003.88	\$28,828.24	\$12,000.00	\$12,000.00
Revenue Totals	\$43,132.27	\$40,546.44	\$13,003.88	\$28,828.24	\$12,000.00	\$12,000.00
Expenditures						
0018.70 - State and Local Grants,State and Local Grants	\$77,081.80	\$73,655.62	\$76,765.75	\$13,911.41	\$12,000.00	\$12,000.00
Revenue Totals:	\$43,132.27	\$40,546.44	\$13,003.88	\$28,828.24	\$12,000.00	\$12,000.00
Expenditure Totals	\$77,081.80	\$73,655.62	\$76,765.75	\$13,911.41	\$12,000.00	\$12,000.00
Fund Total: State and Local Grants	(\$33,949.53)	(\$33,109.18)	(\$63,761.87)	\$14,916.83	\$0.00	\$0.00
Fund: 0019 Res. Utilities Round Up Program						
Revenue						
0019.00 - Res. Utilities Round Up Program,Revenue	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00
Fund Total: Res. Utilities Round Up Program	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00

Attachment: FY25 Budget Ordinance Redlined 6.20.24 [Revision 1] (4100 : FY 2024-2025 Budget

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Fund: 0020 State Accommodations Tax						
Revenue						
0020.00 - State Accommodations Tax,Revenue	\$131,821.99	\$133,789.01	\$196,049.20	\$186,986.14	\$160,500.00	\$160,500.00
Revenue Totals	\$131,821.99	\$133,789.01	\$196,049.20	\$186,986.14	\$160,500.00	\$160,500.00
Expenditures						
0020.33 - State Accommodations Tax,State Accommodations Tax	\$125,897.40	\$76,070.87	\$153,250.00	\$240,944.54	\$160,500.00	\$160,500.00
Revenue Totals:	\$131,821.99	\$133,789.01	\$196,049.20	\$186,986.14	\$160,500.00	\$160,500.00
Expenditure Totals	\$125,897.40	\$76,070.87	\$153,250.00	\$240,944.54	\$160,500.00	\$160,500.00
Fund Total: State Accommodations Tax	\$5,924.59	\$57,718.14	\$42,799.20	(\$53,958.40)	\$0.00	\$0.00
Fund: 0022 Local Hospitality/ATax						
Revenue						
0022.00 - Local Hospitality/ATax,Revenue	\$1,043,088.37	\$1,091,449.90	\$1,181,945.66	\$1,335,336.16	\$2,424,513.00	\$2,672,504.00
Revenue Totals	\$1,043,088.37	\$1,091,449.90	\$1,181,945.66	\$1,335,336.16	\$2,424,513.00	\$2,672,504.00
Expenditures						
0022.08 - Local Hospitality/ATax,Winyah Auditorium	\$8,508.47	\$6,836.74	\$8,950.11	\$7,776.83	\$35,000.00	\$35,934.00
0022.23 - Local Hospitality/ATax,Accommodation Taxes (ATAX)	\$199,530.86	\$129,837.13	\$139,262.27	\$205,137.50	\$366,386.00	\$377,309.00
0022.24 - Local Hospitality/ATax,Hospitality Taxes (HTAX)	\$484,601.15	\$274,201.31	\$438,690.63	\$743,352.94	\$1,697,358.00	\$2,030,147.00
0022.29 - Local Hospitality/ATax,Kaminski House	\$173,512.91	\$173,745.10	\$218,610.97	\$268,215.01	\$325,769.00	\$229,114.00
0022.38 - Local Hospitality/ATax,Parker Stewart House	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$1,043,088.37	\$1,091,449.90	\$1,181,945.66	\$1,335,336.16	\$2,424,513.00	\$2,672,504.00
Expenditure Totals	\$866,153.39	\$584,620.28	\$805,513.98	\$1,224,482.28	\$2,424,513.00	\$2,672,504.00
Fund Total: Local Hospitality/ATax	\$176,934.98	\$506,829.62	\$376,431.68	\$110,853.88	\$0.00	\$0.00
Fund: 0025 Winyah Auditorium						
Revenue						
0025.00 - Winyah Auditorium,Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures						
0025.08 - Winyah Auditorium,Winyah Auditorium	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Total: Winyah Auditorium	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Attachment: FY25 Budget Ordinance Redlined 6.20.24 [Revision 1] (4100 : FY 2024-2025 Budget

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Fund: 0030 Electric Utility Fund						
Revenue						
0030.00 - Electric Utility Fund,Revenue	\$11,900,986.81	\$12,940,522.73	\$12,274,766.69	\$12,960,645.51	\$14,898,253.00	\$15,007,290.00
Revenue Totals	\$11,900,986.81	\$12,940,522.73	\$12,274,766.69	\$12,960,645.51	\$14,898,253.00	\$15,007,290.00
Expenditures						
0030 - Electric Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0030.19 - Electric Utility Fund,Electric	\$12,158,863.72	\$13,321,058.44	\$12,034,927.80	\$11,933,511.07	\$14,873,023.00	\$14,982,060.00
0030.36 - Electric Utility Fund,Fiber Optics	\$229.32	\$229.27	\$229.26	\$4,415.60	\$25,230.00	\$25,230.00
Revenue Totals:	\$11,900,986.81	\$12,940,522.73	\$12,274,766.69	\$12,960,645.51	\$14,898,253.00	\$15,007,290.00
Expenditure Totals	\$12,159,093.04	\$13,321,287.71	\$12,035,157.06	\$11,937,926.67	\$14,898,253.00	\$15,007,290.00
Fund Total: Electric Utility Fund	(\$258,106.23)	(\$380,764.98)	\$239,609.63	\$1,022,718.84	\$0.00	\$0.00
Fund: 0031 Water Utility Fund						
Revenue						
0031.00 - Water Utility Fund,Revenue	\$2,586,532.11	\$2,625,841.63	\$4,332,388.00	\$4,167,859.85	\$4,019,638.00	\$4,481,185.00
Revenue Totals	\$2,586,532.11	\$2,625,841.63	\$4,332,388.00	\$4,167,859.85	\$4,019,638.00	\$4,481,185.00
Expenditures						
0031 - Water Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0031.15 - Water Utility Fund,Water Distribution	\$1,332,420.68	\$1,355,726.09	\$1,380,675.03	\$1,569,257.75	\$1,914,004.00	\$1,913,602.00
0031.16 - Water Utility Fund,Filtration	\$1,863,263.25	\$1,564,278.90	\$1,586,729.81	\$1,773,520.80	\$2,096,556.00	\$2,566,960.00
0031.41 - Water Utility Fund,General & Administrative	(\$22,652.08)	(\$53,265.21)	(\$31,595.22)	(\$24,164.17)	\$3,593.00	\$445.00
0031.42 - Water Utility Fund,Engineering Services	\$4,423.37	(\$2,042.58)	(\$915.78)	\$22,418.39	\$5,485.00	\$178.00
Revenue Totals:	\$2,586,532.11	\$2,625,841.63	\$4,332,388.00	\$4,167,859.85	\$4,019,638.00	\$4,481,185.00
Expenditure Totals	\$3,177,455.22	\$2,864,697.20	\$2,934,893.84	\$3,341,032.77	\$4,019,638.00	\$4,481,185.00
Fund Total: Water Utility Fund	(\$590,923.11)	(\$238,855.57)	\$1,397,494.16	\$826,827.08	\$0.00	\$0.00
Fund: 0032 Wastewater Fund						
Revenue						
0032.00 - Wastewater Fund,Revenue	\$3,952,055.41	\$3,622,335.61	\$4,013,618.64	\$5,076,901.50	\$4,708,192.00	\$5,211,015.00
Revenue Totals	\$3,952,055.41	\$3,622,335.61	\$4,013,618.64	\$5,076,901.50	\$4,708,192.00	\$5,211,015.00
Expenditures						
0032 - Wastewater Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0032.18 - Wastewater Fund,Wastewater Collections	\$1,300,274.52	\$1,454,540.85	\$1,569,265.66	\$1,604,115.52	\$1,887,742.00	\$2,112,260.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
0032.34 - Wastewater Fund,Regional Wastewater Plant	\$1,548,803.21	\$1,548,022.70	\$1,760,514.28	\$1,839,650.98	\$2,817,877.00	\$2,428,755.00
0032.34.17 - Wastewater Fund,Regional Wastewater Plant,Wastewater Treatment	\$558,925.02	\$639,354.03	\$638,675.67	\$642,845.22	\$2,573.00	\$670,000.00
Revenue Totals:	\$3,952,055.41	\$3,622,335.61	\$4,013,618.64	\$5,076,901.50	\$4,708,192.00	\$5,211,015.00
Expenditure Totals	\$3,408,002.75	\$3,641,917.58	\$3,968,455.61	\$4,086,611.72	\$4,708,192.00	\$5,211,015.00
Fund Total: Wastewater Fund	\$544,052.66	(\$19,581.97)	\$45,163.03	\$990,289.78	\$0.00	\$0.00
Fund: 0033 Stormwater Utility Fund						
Revenue						
0033.00 - Stormwater Utility Fund,Revenue	\$869,119.52	\$1,167,660.33	\$1,326,901.62	\$1,501,142.48	\$1,497,374.00	\$1,584,368.00
Revenue Totals	\$869,119.52	\$1,167,660.33	\$1,326,901.62	\$1,501,142.48	\$1,497,374.00	\$1,584,368.00
Expenditures						
0033 - Stormwater Utility Fund	(\$80,000.00)	(\$80,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
0033.40 - Stormwater Utility Fund,Storm Water Utility Exp.	\$1,393,828.39	\$1,451,880.52	\$1,353,884.74	\$1,295,883.84	\$1,497,374.00	\$1,584,368.00
0033.40.40 - Stormwater Utility Fund,Storm Water Utility Exp.,City Hall Drainage Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$869,119.52	\$1,167,660.33	\$1,326,901.62	\$1,501,142.48	\$1,497,374.00	\$1,584,368.00
Expenditure Totals	\$1,313,828.39	\$1,371,880.52	\$1,353,884.74	\$1,295,883.84	\$1,497,374.00	\$1,584,368.00
Fund Total: Stormwater Utility Fund	(\$444,708.87)	(\$204,220.19)	(\$26,983.12)	\$205,258.64	\$0.00	\$0.00
Fund: 0035 Waste Management Fund						
Revenue						
0035.00 - Waste Management Fund,Revenue	\$948,689.02	\$973,687.66	\$1,006,498.68	\$1,028,789.60	\$1,510,133.00	\$1,420,705.00
Revenue Totals	\$948,689.02	\$973,687.66	\$1,006,498.68	\$1,028,789.60	\$1,510,133.00	\$1,420,705.00
Expenditures						
0035 - Waste Management Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.00 - Waste Management Fund,Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.25 - Waste Management Fund,Keep Georgetown Beautiful	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.25.26 - Waste Management Fund,Keep Georgetown Beautiful,Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.31 - Waste Management Fund,Residential Sanitation	\$952,797.42	\$1,027,021.53	\$999,978.47	\$1,135,311.22	\$1,510,133.00	\$1,420,108.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
0035.32 - Waste Management Fund,Commercial Sanitation	\$0.00	(\$533.28)	(\$133.32)	\$0.00	\$0.00	\$597.00
Revenue Totals:	\$948,689.02	\$973,687.66	\$1,006,498.68	\$1,028,789.60	\$1,510,133.00	\$1,420,705.00
Expenditure Totals	\$952,797.42	\$1,026,488.25	\$999,845.15	\$1,135,311.22	\$1,510,133.00	\$1,420,705.00
Fund Total: Waste Management Fund	(\$4,108.40)	(\$52,800.59)	\$6,653.53	(\$106,521.62)	\$0.00	\$0.00
Fund: 0086 Seized and Forfeited						
Revenue						
0086.00 - Seized and Forfeited,Revenue	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$6,428.00
Revenue Totals	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$6,428.00
Expenditures						
0086.05 - Seized and Forfeited,Police	\$58,205.14	\$23,298.69	\$17,855.66	\$800.00	\$0.00	\$6,428.00
Revenue Totals:	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$6,428.00
Expenditure Totals	\$58,205.14	\$23,298.69	\$17,855.66	\$800.00	\$0.00	\$6,428.00
Fund Total: Seized and Forfeited	(\$58,205.14)	(\$23,298.69)	(\$15,755.66)	(\$800.00)	\$0.00	\$0.00
Revenue Grand Totals:	\$32,256,185.17	\$33,047,164.64	\$37,286,226.05	\$43,451,390.21	\$46,329,307.00	\$49,303,255.00
Expenditure Grand Totals:	\$32,056,145.92	\$32,203,457.66	\$36,014,299.02	\$37,380,427.05	\$46,329,307.00	\$49,303,255.00
Net Grand Totals:	\$200,039.25	\$843,706.98	\$1,271,927.03	\$6,070,963.16	\$0.00	\$0.00

**AN ORDINANCE TO ADOPT A BUDGET AND RAISE REVENUE FOR THE CITY OF GEORGETOWN,
SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (FY 2025)**

AND

TO AMEND THE WATER UTILITY RATES CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AMEND THE WASTEWATER UTILITY RATES CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AMEND THE STORMWATER UTILITY RATE CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AMEND THE RESIDENTIAL AND GENERAL ELECTRIC SERVICE RATE PROVISIONS CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AND AMEND THE WASTE MANAGEMENT/SANITATION RATES CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY; AND OTHER MATTERS RELATING TO ALL OF THE FOREGOING

WHEREAS, the City of Georgetown, South Carolina (the "City") is a municipal corporation of the State of South Carolina (the "State"), located in Georgetown County, South Carolina (the "County") and as such possesses all general powers granted by the South Carolina Constitution (1895, as amended) and statutes of the State to municipal corporations; and

WHEREAS, pursuant to Sections 5-9-10 *et seq.* of the Code of Laws of South Carolina 1976, as amended (the "SC Code") and Section 2-1 of the City's code of ordinances, the City operates under the mayor-council form of government, with a mayor and six council members serving as the governing body of the City (the "City Council"); and

WHEREAS, Section 5-9-30 of the SC Code requires that Mayor, with the assistance of the City Administrator and City staff, prepare and submit a budget for consideration by City Council; and

WHEREAS, Section 5-9-40 of the SC Code provides that the City Council shall adopt a budget for each fiscal year (July 1 through June 30 of the following calendar year and for purposes herein a, "Fiscal Year") to appropriate revenues and expenditures for various purposes necessary to conduct of business of City; and

WHEREAS, prior to the adoption of the budget, the City Council is required to hold a public hearing on the budget and any new fees resulting therefrom as required pursuant to Sections 5-7-260, 6-1-80, and 6-1-330 of the SC Code and the City's code of ordinances; and

WHEREAS, heretofore, and acting pursuant to the various authorizations described in the foregoing recital, the City Council, after due and proper notice, held public hearings on June 16, 2022 on the adoption of the budget and the various fees implemented hereunder; the hearings were conducted publicly and both proponents and opponents of the proposed actions of City Council were given the full opportunity to be heard; and

WHEREAS, subject to the limitations in Section 6-1-320 of the SC Code, City Council is authorized to increase the millage rate imposed for general operating purposes; and

WHEREAS, Section 6-1-330 of the SC Code authorizes City Council to charge and collect new service and user fees after public notice and hearing (as noted and recited above); and

WHEREAS, as required by the City's Master Bond Ordinance dated July 28, 2011, as amended on August 20, 2015 (the "Master Bond Ordinance") the City has covenanted to maintain rates and charges for the City's Combined Public Utility System (the "System") necessary to support the System and sustain the various revenue coverage requirements provided thereunder; acting under this legal mandate, the

City shall periodically review its policies, rates, and fees necessary to facilitate operations, maintenance, capital expenditures, and debt service payments on revenue bonds payable from revenues of the System; and

WHEREAS, on the basis of the foregoing, this Ordinance authorizes and approves the City of Georgetown Annual Budget by Organization Report for FY 2024-2025 (the "FY 2025 Budget"), a copy of which is attached hereto as Exhibit A, and further authorizes and implements certain new fees and charges as necessary to support and fund the FY 2025 Budget.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, SOUTH CAROLINA:

SECTION 1. Enactment

This Ordinance was enacted by the City Council by a positive majority vote.

SECTION 2. Hearing

Following public hearings held after due and proper notice on June 20, 2024, this Ordinance and the FY 2025 Budget approved hereunder complies with Sections 6-1-80, 5-7-260, 6-1-320 and 6-1-330 of the SC Code as well as Sections 2-41 and 2-46 of the City's Code of Ordinances.

SECTION 3. Budget

The FY 2025 Budget, with proposed revenue for payment thereof, as prepared and as contained in an archived copy on file in the office of the Municipal Clerk, and available for public inspection, which copy is incorporated herein by reference, is adopted and made a part hereof. The FY 2025 Budget, as shown attached as Exhibit A and incorporated herein, is balanced as to receipts and disbursements in the total sum of \$49,303,255. The FY 2025 Budget, as presented, sets forth the necessary revenues and expenditures for the various purposes described therein and shall govern the appropriation of the City's funds during the 2025 fiscal year. A summary of the revenues and expenditures for each of the City's major funds and the System is set forth in the Sections herein below.

SECTION 4. Ad Valorem Taxes

- A. *Ad valorem* property taxes, as a general fund revenue source, in the amounts and in the manner hereinafter mentioned, are and shall be levied, collected and paid as follows: a tax of one hundred thirty-one and 70/100 (\$131.70), on every one thousand dollars and no/100 (\$1,000.00) in assessed value of all real estate and personal property of every description owned and used in the City, except as such property may be exempt from taxation under the Constitution and laws of the State; such tax shall be levied by the County Auditor and collected by the County Treasurer. Upon such collection, all taxes shall be paid into the City treasury for credit to the City, for the corporate purposes, permanent improvements, and current expenses. The total millage levy in the City shall be one hundred thirty-one and 70/100 (\$131.70), which includes 4.0 mills of debt service millage to be levied for the City's general obligation bonds.
- B. The millage rates are based on estimated assessments received from the County Auditor and are subject to change based on final assessment figures. Any change in the FY 2025 Budget or the tax levy shall be by subsequent Ordinance enacted in accordance with the SC Code. However, upon information and belief, the millage levied herein is compliant with the terms of Section 6-1-320 of the SC Code.
- C. Upon its approval, a copy of this Ordinance and the FY 2025 Budget shall be made available to Georgetown County in order to properly order the levy and collection of *ad valorem* property taxes. Additionally, the City Administrator shall be authorized to make the millage certification to the County Auditor required by Section 12-43-285 of the SC Code.
- D. The Finance Director of the City (including any person holding such role in an interim or acting capacity), acting in concert with the proper officials of the County, shall be responsible for the collection of delinquent taxes, penalties and other charges.

SECTION 5. Fees, Taxes and Other Charges.

- A. That the FY 2025 Budget imposes permit fee schedules; such schedule shall be the operative permit fee and plan review fee schedule for permits rendered on or after the July 1, 2024. The permit and plan review fee schedule provides that no permit, as set forth in the Zoning Ordinance, be issued until the plan review fee is paid with the submittal of the building permit application and the building permit fee prescribed herein shall have been paid at the time of issuance of the building permit, nor shall an amendment to a permit be approved until the additional fee, if any, shall have been paid, and that if any person commencing any work on a building or structure, starts a development or places any mobile home before obtaining the necessary permit from the Building Official, they shall be subject to a penalty of a double permit fee, and the Building Official shall keep a permanent and accurate accounting of all permits and fees and all other monies collected. A copy of all building permit applications and certificates of occupancy shall be kept on file in the Planning and Community Development office for a period of three (3) years. Therefore, the building fees contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall be imposed and collected as described in the FY 2025 Budget, a copy of which is summarized on Schedule A attached hereto.
- B. That the FY 2025 Budget appropriates sufficient revenues within the Local Hospitality Tax fund to provide for the payment of all qualified expenses of local hospitality taxes, local accommodations taxes and state accommodations taxes, and debt service, if any.
- C. That the FY 2025 Budget appropriates sufficient revenues to fund the City's capital program. The capital program shall be funded from the issuance of debt and other sources made available for pay-as-you-go financing by the City.
- D. The City is required to comply with the South Carolina Code of Laws Title 30 (Public Records), Chapter 4 (Freedom of Information Act). As such, the city can pass along minimum cost to those seeking access to public documents. The fee/rate established have not been adjusted since February 2012. Rates shown on Schedule E will apply effective July 1, 2024.
- E. Encroachment, outdoor café, city right of way vendor usage and horse drawn guided tour permit fees have not been evaluated since 2012. Rates shown on Schedule F will apply effective July 1, 2024

SECTION 6. Combined Utility Fund for the System

- A. *Generally:* It is prudent and fiscally responsible for the City to periodically review established utility policies and rates to facilitate operations for the System. On such basis, the City has determined to implement certain rate increases for the System as summarized in subsections B, C and D below.
- B. *Water Utility Fund:* For fiscal year 2025, in the Water Utility Fund, a rate increase of 4% is included in the FY 2025 Budget and will apply to all water customers effective July 1, 2024. Therefore, the water utility rates contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule B attached hereto, which have been fully incorporated into the FY 2025 Budget.
- C. *Wastewater Utility Fund:* For the fiscal year 2025, in the Wastewater Utility Fund, a rate increase of 4% is included in the FY 2025 Budget and will apply to all wastewater customers effective July 1, 2024. Therefore, the wastewater rates contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule B attached hereto, which have been fully incorporated into the FY 2025 Budget.
- D. *Electric Utility Fund:* For the fiscal year 2025, in the Electric Utility Fund, a rate increase of 7% is included in the FY 2025 Budget and will apply to all electric customers effective July 1, 2024. Further, City Council has previously enacted certain provisions addressing the applicability of residential rates and general service rates to the City's electric utility customers. City Council desires to further refine

and clarify the customers subject to each rate category. Therefore, the electric rates and certain categories of rate payors contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule B attached hereto, which have been fully incorporated into the FY 2025 Budget.

SECTION 7. Stormwater Drainage Utility Fund

- A. *Generally:* The City obtained a third party consultant to conduct a stormwater rate study. The study advised City Council to follow a recommended schedule ratee increase. For the fiscal year 2025, in the Stormwater Utility Fund, a rate increase of 14.7% is included in the FY 2025 Budget and will be effective July 1, 2024. Therefore, the stormwater rates contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges shall conform to the rates shown on Schedule D attached hereto, which have been fully incorporated into the FY 2025 Budget.

SECTION 8. Waste Management Fund

- A. The City provides sanitation services to residential and certain commercial properties within the City. It is prudent and fiscally responsible for the City to periodically review the rates it charges for its sanitation services. Based upon a review of such rates, the City has determined to implement a rate increase of 3% for its residential and nonresidential sanitation services, as shown in Schedule C. Based on the inclusion of these rate adjustments, the FY 2025 Budget appropriates sufficient revenues to fund the Waste Management Fund.

SECTION 9. Allocation of Funds.

To facilitate operations as contemplated by the FY 2025 Budget, there shall be established and maintained a General Fund, Enterprise Funds, and other appropriate funds, in such amounts as are provided for in the budget aforesaid, as hereby adopted or as hereafter modified pursuant to law.

SECTION 10. Transfer Policy

On July 13, 2017, the City adopted a formal 'Transfer Policy' to allocate funds to and otherwise reimburse its General Fund for costs attributable to the Funds established for the Combined Public Utility System, which includes the Electric, Water, and Wastewater utilities. Any transfer from the Funds to the General Fund are considered an expense of the Funds, but shall only be made from those revenues which constitute surplus funds under the provisions of the Master Bond Ordinance.

SECTION 11. Reallocation of Funds

The City Administrator is hereby authorized to administer the budget and to transfer appropriations within and between departments of each fund if necessary to achieve the goals of the FY 2025 Budget. However, no such transfer shall (a) be made from one fund to another fund established pursuant to Section 9 above, or (b) conflict with any previously adopted policy of the City Council. Any change in the budget which would increase or decrease the total of all authorized expenditures must be approved by City Council.

SECTION 12. Ratification

The City Council ratifies and approves the findings of fact recited above. Further, all actions of the Mayor, City Administrator, and other City staff regarding the public hearings and drafting, execution and delivery of the FY 2025 Budget are ratified, approved and confirmed. Further, the City Administrator and City staff shall be authorized to do all things necessary to implement the provisions of the FY 2025 Budget.

SECTION 13. Severability

That if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by valid judgment or decree of any Court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or

sections of this Ordinance, which remaining parts shall be considered as severable and shall continue in full force and effect.

SECTION 14. Future Adjustments

In the event that unforeseen expenditures become necessary during the FY 2025 and such expenditures would cause appropriations of a fund to be exceeded in total, a public hearing and an ordinance amending the original Budget will be necessary to appropriate additional funds.

PASSED by City Council duly assembled this 20th day of June, 2024.

ATTEST:

Stephanie Buccione, Municipal Clerk

Carol Jayroe, Mayor

Approved as to Form:

Elise F Crosby, City Attorney

First Reading:	<u>May 16, 2024</u>
Second Reading:	<u>June 20, 2024</u>
Public Hearing for Budget:	<u>June 20, 2024</u>
Public Hearing for Adjusted Rates:	<u>June 20, 2024</u>

Schedule A

Building Fees Schedule

As per the 2018 IRC Code: SECTION R108 FEES – R108.1 Payment of Fees.

A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any has been paid.

For all residential buildings, structures, renovations, developments, a Plan Review fee shall be paid at the time of submittal of a building permit application and a Permit Fee shall be paid at the time of issuance of a building permit, in accordance with the following schedule:

(A) Building Code Fees for Residential Construction/Renovations

Up to \$1, 000	for a valuation up to and including \$1,000.00 the fee shall be \$40.00; Plus an additional 50% Plan Review Fee.
\$1,001 to \$25,000	\$150.00 for the first \$1001.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00; Plus an additional 50% Plan Review Fee.
\$25,001 - \$50,000	\$300.00 for the first \$25,001.00 plus \$6.50 for each additional \$1,000.00 or fraction up to \$50,000.00; Plus an additional 50% Plan Review Fee.
\$50,001 - \$100,000	\$400.00 for the first \$50,001.00 plus \$6.00 for each additional \$1,000.00 or fraction up to \$100,000.00; Plus an additional 50% Plan Review Fee.
\$100,001 – \$500,000	\$700.00 for the first \$100,001.00 plus \$5.00 for each additional \$1,000.00 or fraction up to \$500,000.00; Plus an additional 50% Plan Review Fee.
\$500,001 - \$1,000,000	\$2,400.00 for the first \$500,001.00 plus \$4.00 for each additional \$1,000.00 up to \$1,000,000.00; Plus an additional 50% Plan Review Fee.
\$1,000,001.00 and up	\$2,650.00 for the first \$1,000,001.00 plus \$3.00 for each additional \$1,000 or fraction thereof; Plus an additional 50% Plan Review Fee. Plus an additional 50% Plan Review Fee.

Plan Review-Fee

When the proposed construction requires a plan to be submitted by the applicable building codes, a plan review fee shall be paid to the Building Official at the time of the submittal of the building permit application. Said plan review fee shall be equal to one-half (50%) of the building permit fee. The Plan Review fee is a non-refundable fee to cover the cost(s) of building staff and fire staff to review plan documents, and submittal materials for the issuance of a building permit.

(B) Building Code Fees for Commercial/Industrial Construction/Renovations

For all Commercial/Industrial buildings, structures, renovations, and developments, a Plan Review fee shall be paid at the time of submittal of a building permit application and a Permit Fee shall be paid at the time of issuance of a building permit, in accordance with the following schedule:

Up to \$1,000	for a valuation up to and including \$1,000.00 the fee shall be \$60.00; Plus additional 50% Plan Review Fee.
\$1,001 to \$50,000	\$60.00 for the first \$1000.00 plus \$8.00 for each additional \$1,000 or fraction up to \$50,000.00; Plus additional 50% Plan Review Fee.
\$50,001 - \$100,000	\$500.00 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction up to \$100,000.00; Plus additional 50% Plan Review Fee.
\$100,001 – \$500,000	\$850.00 for the first \$100,000 plus \$6.00 for each additional \$1,000 or fraction up to \$500,000.00; Plus additional 50% Plan Review Fee.
\$500,001 – \$1,000,000	\$2,850.00 for the first \$500,001 plus \$5.00 for each additional \$1,000 or fraction up to \$1,000,000.00; Plus additional 50% Plan Review Fee.
\$1,000,001 – \$5,000,000	\$3,250.00 for the first \$1,000,001.00 plus \$4.00 for each additional \$1,000 or fraction up to \$5,000,000.00; Plus additional 50% Plan Review Fee.
\$5,000,001 – \$10,000,000	\$4,220.00 for the first \$5,000,001.00 plus \$3.00 for each additional \$1,000 or fraction up to \$10,000,000.00; Plus additional 50% Plan Review Fee.
\$10,000,001 and up	\$4,850 for the first \$10,000,001.00 plus \$2.50 for each additional \$1,000 or fraction up thereof; Plus additional 50% Plan Review Fee.

Plan Review-Fee

When the proposed construction requires a plan to be submitted by the applicable building codes, a plan review fee shall be paid to the Building Official at the time of the submittal of the building permit application. Said plan review fee shall be equal to one-half (50%) of the building permit fee. The Plan Review fee is a non-refundable fee to cover the cost(s) of building staff and fire staff to review plan documents and submittal materials for the issuance of a building permit.

If in the opinion of the Building Official the valuation of building or alteration of a structure (Commercial, Residential, or Industrial) appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimated cost to meet the approval of the Building Official. Permit valuations shall include total cost of construction, and must be determined by total square footage. Construction Costs, as per the most current ICC (International Code Council) Building Valuation Data sheet.

(C) Electrical, Mechanical, Plumbing and HVAC

All electrical, mechanical, plumbing and HVAC fees are based on the value per job as described in above values.

(D) Penalties – Stop work orders

Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment for such double fee shall not relieve any persons from fully complying with the requirements of the International Building Code in the execution of the work nor from any other penalties approved by the City code of ordinance.

(E) Mobile Home fees

For every mobile home requiring an inspection, the fee shall be \$500.00.

- (F) Demolition Fee
Demolition of any building or structure, the fee shall be \$150.00 residential, and \$150.00 + \$30.00 per unit commercial.
- (G) Moving Permit
For the moving of any building or structure the fee shall be \$150.00.
- (H) Permits not posted on-site
When work is permitted on site, any event in which the permit is not posted in a visible location, the fee shall be \$75.00.
- (I) Re-inspections
When the permittee fails to have the facility open for inspection, or does not have construction at the proper stage for the inspection requested; the fee shall be \$75.00 for each such re-inspection, to be paid before the re-inspection is made.
- (J) Business License/Change of Tenant Inspections
For the inspection of new businesses related to business license inspections and or change of tenant inspections the fee shall be \$25.00.
- (K) Construction Board of Appeals Board
Appeals from the Building Official or Fire Marshall's Decisions to the Construction Board of Appeals shall be charged \$300.00.

Variance Request shall be charged \$200.00.

All other Appeals made to the Construction Board of Appeals shall be charged \$200.00.

Planning Fees

- (A) Fees for plan review. The following plan reviews will be charged their respective fees:

- (1) Fees for Residential plans review:

Subdivisions of ten (10) or less lots shall be charged \$30.00 for the first lot and \$6.00 for all additional lots.

Subdivisions with more than ten (10) lots shall be charged a base fee of \$200.00 and \$7.00 per lot surcharge.

Review of any required revisions on all subdivision reviews shall be charged a base fee of \$50.00.

- (2) Fees for Commercial and industrial plan review:

Preliminary review of all commercial and/or industrial projects shall be charged a base fee of \$200.00 with a surcharge of \$10.00 per acre.

Final review of commercial and/or industrial projects shall be charged a base rate of \$150.00, with a surcharge of \$10.00 per acre.

Review of any required revisions shall be charged a flat rate fee of \$50.00

As-built shall be charged \$20.00 for review.

All other platting actions shall be charged \$20.00 for review.

(B) Rezoning (Zoning Amendment) Request shall be charged as followings:

Rezoning (Zoning Map Amendment) request to any district except Planned Development Districts shall be charged \$300.00.

Zoning Text Amendment request to the Zoning Ordinance shall be charged \$250.00.

Rezoning (Zoning Map Amendment) request to Planned Development Districts shall be charged according to the following scale:

Minor Subdivisions (1-3 Acres):

Residential/Commercial/ Industrial Planned Developments shall be charged a base fee of \$1,000.00, plus \$10.00 per acre for every acre over the required minimum of one (1) acre.

Mixed Use Planned Developments shall be charged a base fee of \$1,000.00, plus \$15.00 per acre for every acre over the required minimum of one (1) acre.

Request for changes to existing Minor Planned Developments shall be charged a base fee of \$200.00 plus \$3.00 per acre of affected Residential area and \$5.00 per acre of affected commercial/industrial/mixed use area of development.

Major Subdivisions (Over 3 acres):

Residential/Commercial/Industrial Planned Developments shall be charged a base fee of \$1,000.00, plus \$10.00 per acre for every acre over the required minimum of (3) acres.

Mixed Use Planned Developments shall be charged a base fee of \$1,000.00, plus \$10.00 per acre for every acre over the required minimum of three (3) acres.

Request for Major changes to existing Major Planned Developments shall be charged a base fee of \$300.00 plus \$5.00 per acre of affected Residential area and \$10.00 per acre of affected commercial/industrial/mixed use area of development.

(C) Other Zoning Planning Fees

(1) Commercial Plan Review shall be charged \$150.00

(2) Zoning Board of Appeals

Appeals from the Zoning Administrators Decisions/interpretations to the Zoning Board of Appeals shall be charged \$300.00

Variance Request shall be charged \$300.00

All other Appeals made to the Zoning Board of Appeals shall be charged \$300.00

(D) Architectural Review Board

Applications made to the Architectural Review Board shall be \$200.00

Review of revisions shall be charged \$100.00

(E) Community Appearance Board

Applications made to the Community Appearance Board shall be \$200.00

(F) Sign Permit Fees

- For all signs 10 square feet or less, a \$100.00 fee shall be required.
- For all signs exceeding 10 square feet, there shall be a fee based on the value of the sign as set forth in the Building code fee schedule with a \$100.00 minimum.
- For all construction signs, a sign permit fee of \$20.00 shall be required.
- For all temporary signs, a \$25.00 sign permit fee shall be required. (except those signs exempt from permitting as described in the Zoning Ordinance)
- Political signs shall post a \$250.00 deposit with the City in order to obtain a permit to erect campaign signs. Candidates will be refunded this deposit if all signs are removed by the seventh day following an election. If all signs are not removed within the required timeline, the deposit will be forfeited to the city to cover the cost of removal.
- All publicly owned, eleemosynary, religious, or philanthropic signs are exempt from any fee set forth herein.

Penalty

Double permit fees shall be required of any person(s) or firm who actually begins any work for which a permit is required by the Zoning Ordinance before obtaining such permit. Such person(s) or firm shall, in addition, be subject to all the penalty provisions of the Zoning Ordinance.

Plan Review Fees**ARTICLE X. FEES**

1000 A Base rate of one hundred dollars plus fifty dollars per hour of plan review time shall be charged for review. This fee is nonrefundable. The base rate shall be paid at plan submission and the hourly charge paid before any building permit is issued or development takes place. The City shall timely provide an estimate of fees as requested by any developer or contractor. (Ord. of 6-18-92)

Schedule B

Combined Public Utility System Rates Schedule (Water, Waste Water, and Electric Rates)

Water Utility Rates

In-City Rates

In-City rates apply to all water service located within the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$24.42	\$5.58
1.00"	\$40.71	\$5.58
1.50"	\$81.18	\$5.58
2.00"	\$129.91	\$5.58
3.00"	\$243.65	\$5.58
4.00"	\$406.26	\$5.58
6.00"	\$812.22	\$5.58
8.00"	\$1462.10	\$5.58

Out-of-City Rates

Out-of-City rates apply to all water service located outside the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$48.88	\$11.18
1.00"	\$81.40	\$11.18
1.50"	\$162.35	\$11.18
2.00"	\$259.79	\$11.18
3.00"	\$487.33	\$11.18
4.00"	\$812.52	\$11.18
6.00"	\$1624.39	\$11.18
8.00"	\$2924.23	\$11.18

The above customer charges, based upon nominal meter size, shall be the minimum charge each month. No allowance for usage is included in the customer charge.

Wastewater Utility Rates

In-City Rates

In-City rates apply to all wastewater service located within the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$28.40	\$5.67
1.00"	\$45.02	\$5.67
1.50"	\$89.99	\$5.67
2.00"	\$142.50	\$5.67
3.00"	\$267.53	\$5.67
4.00"	\$444.98	\$5.67
6.00"	\$887.42	\$5.67
8.00"	\$1594.89	\$5.67

Out-of-City Rates

Out-of-City rates apply to all wastewater service located outside the City limits of the City of Georgetown.

Meter Size	Customer Charge	Usage Charge (Per Thousand Gallons)
0.75"	\$56.78	\$11.36
1.00"	\$90.00	\$11.36
1.50"	\$179.99	\$11.36
2.00"	\$284.99	\$11.36
3.00"	\$535.02	\$11.36
4.00"	\$889.94	\$11.36
6.00"	\$1774.85	\$11.36
8.00"	\$3189.76	\$11.36

The above customer charges, based upon nominal meter size, shall be the minimum charge each month. No allowance for usage is included in the customer charge.

Water and Wastewater Development Fees

Meter Size	Water	Waste Water
¾"	\$950	\$1,320
1"	\$1,620	\$5,280
1 ½"	\$3,140	\$6,340
2"	\$5,040	\$23,630
3"	\$9,500	\$29,960
4"	\$15,870	\$31,810

Electric Utility Rates Schedule

Definitions:

Customer: The actual user of the electric service.

Customer Charge: A monthly fee that is not just for expenses related to the meter, but also includes other costs that do not vary with consumption. Since these costs are incurred regardless of customer consumption, they are collected as a set fee even though a customer may have no consumption.

Commercial Non-Demand Customer: All commercial customers that are not demand metered.
Commercial Demand

Customer: All commercial customers that are demand metered and have monthly demands of less than 1000 KW.

Demand: The maximum measured KW over a period of fifteen (15) minutes.

Energy: The amount of power used over a period of time. Energy is measured in kilowatt-hours.

Extra Large Commercial Customer: All commercial customers that are demand metered and are reasonably expected to have monthly demands that exceed 1000 KW.

Hours Use Demand: A representation of load factor and is the total energy usage of a customer in a particular month divided by the customer's demand for the same month.

KW (Kilowatt): A unit of power equal to 1,000 watts.

KWH (Kilowatt Hour): A unit of energy equal to one thousand (1,000) watt hours.

Load Factor: The relative use of energy for the maximum amount of demand placed on the system in a given time period.

Purchased Power Cost Adjustment: The purchased power cost adjustment (PPCA) is intended to adjust for any over or under recovery of purchased power costs resulting from variances in actual purchased power costs as compared to those costs that are estimated and incorporated in the base electric rates adopted from time to time. This PPCA provision is applicable to and becomes a part of the City's published rate schedules that so specify.

Residential Customer: All customers whose consumption is in a private residence or individual family apartment. This would also include home occupations, bed and breakfast establishments, recognized boarding and rooming houses, and other structures that are primarily used for residential purposes.

Residential Rates

Residential rates shall be applicable for use in private residence or an individual family apartment. Also includes home occupations, bed and breakfast establishments, recognized boarding and rooming houses, and other structures that are primarily used for residential purposes. Each residence or each apartment will be served by a separate meter. Energy may not be resold or shared with others.

Residential service shall be alternating current, 60 hertz, single-phase at available voltage.

Monthly service charges shall consist of the following:

Customer Charge \$10.75

Energy Charge per KWH \$0.116126

Purchased Power Cost Adjustment As calculated

General Service Rates

General Service rates shall be applicable to commercial and other customers not subject to the residential rate schedule. Churches, synagogues, and other recognized places of religious worship, and all buildings that are a part thereof, shall be exempt from demand charges. Energy may not be resold or shared with others.

General Service shall be alternating current, 60 hertz, single or three-phase at the City's options, at available voltage.

General Service Rates shall consist of three (3) classes: commercial non-demand, commercial demand, and extra-large commercial.

Monthly service charges shall consist of the following:

Commercial Non-Demand Class:

Customer Charge	\$16.12
Implied Demand Charge	
First 10 KW	\$0.00
All above 10 KW	\$8.88per Kw
Energy Charge	
First 2,800 KWH	\$0.11346 per KWH
All above 2,800 KWH	\$0.10675 per KWH

Purchase Power Cost Adjustment As calculated

Commercial Demand Class:

Customer Charge	\$16.12
Demand Charge	
First 10 KW	\$0.00
All above 10 KW	\$8.88 per KW
Energy Charge:	
First 400 HUD:	
First 2,800 KWH	\$0.11257 per KWH
All above 2,800 KWH	\$0.10584 per KWH
Above 400 HUD:	
All KWH	\$0.05713 per KWH

Purchase Power Cost Adjustment As calculated

Extra Large Commercial Class:

Customer Charge	\$2688.14
Demand Charge – All KW	\$16.12
Energy Charge:	
First 400 HUD	\$0.07259 per KWH
Above 400 HUD	\$0.05713 per KWH

Purchased Power Cost Adjustment As calculated

Purchased Power Cost Adjustment (PPCA)

This rate is applicable throughout the entire territory served by the City of Georgetown. It becomes a part of all the City's retail electric service schedules other than lighting and is applicable to all KWH sales hereunder. The monthly bill computed under the appropriate rate schedule will be increased or decreased by an amount equal to the result of multiplying the KWH used by the Purchased Power Cost Adjustment factor.

The PPCA will be calculated as follows:

$$PPCA = ((Pm + Tu)/Sm) - \text{Base Rate}$$

PPCA = Purchased Power Cost Adjustment factor in dollars per KWH rounded to the nearest one thousandth of a cent applicable to bills rendered during the current billing period.

Pm = Total estimated applicable purchased power costs

Sm = Energy sales, excluding lighting usage for the projected billing period

Base rate = \$0.06476

$$Tu = [Sn-2 \times (PPCAn-2 + \text{Base Rate})] - [(Pn-2 + TUn-2)]$$

Where:

Sn-2 = Total system sales (KWH) excluding street lights from second preceding month

Pn-2 = Actual purchased power cost for the second preceding month

PPCAn-2 = Purchased power cost adjustment factor in dollars per KWH rounded to the nearest one thousandth of a cent applicable to bills rendered during the second preceding billing month

TUn-2 = True-up for the second preceding billing month

Schedule C

Waste Management Fees Schedule

Residential Customers:

- (A) Residential customers shall be charged twenty-seven dollars and 68/100 (\$27.68) per month.
- (B) Service for additional rollout will be an additional twenty-seven dollars and 68/100 (\$27.68) per month.
- (C) Backdoor residential customers shall be charged twenty-seven dollars and 68/100 (\$27.68) per month.

Non-Residential Customers:

- (A) Nonresidential customers utilizing rollout containers in the DSD (Downtown Sanitation District) shall be charged a base monthly fee of eighty-seven dollars and 87/100 (\$87.87), which provides for one rollout container and up to seven (7) pickups per week as well as the pickup of flattened boxes. Customers generating higher volumes of waste can request service for an additional rollout container at the monthly rate of eighty-seven dollars and 87/100 (\$87.87), per rollout container. Pickup of yard debris, white and brown goods are not provided to nonresidential sanitation customers in the DSD.
- (B) All other nonresidential sanitation customers utilizing rollout containers shall be charged thirteen dollars and 84/100 (\$13.84) (per rollout container per twice weekly pickup). This fee provides only for pickup of rollout containers. Customers generating higher volumes of waste can request service for an additional rollout container at the monthly rate of twenty-seven dollars and 68/100 (\$27.68) per rollout container.
- (C) Nonresidential or commercial sanitation customers utilizing bulk containers (dumpsters) shall be charged a base rate of two dollars and 31/100 (\$2.31) per month, plus a collection fee of five dollars and 27/100 (\$5.27) per cubic yard of material collected per month. Cubic yardage shall be calculated by multiplying the total cubic yard capacity of all containers utilized by the total number of pickups per month.

Brown and White Goods Pick Up:

The city provides clean sweeps for residential customers on a quarterly basis to dispose unwanted furniture, appliance and electronic waste items. Residential customers requesting an additional pickup service outside the scheduled clean sweeps shall pay a fee of one hundred forty-nine dollars and 35/100 (\$149.35) per pickup service.

Schedule D

Stormwater Utility Rates

Residential Rates

Residential rates shall apply to a private residence or an individual family apartment. Residential rates are not applicable for structures designed for short-term occupancy such as bed and breakfast establishments and overnight boarding houses. Such structures shall be subject to commercial rates. Fees billed each month for residential lots with more than a single-family use shall be based on one Equivalent Residential Unit (ERU) equal to the number of electric or water meters, whichever is greater.

Monthly rate for residential shall be equal to: \$10.33 per ERU

Non-Residential Rates

Non-residential rates shall apply to commercial and all other users not qualifying for residential rates. One acre of commercial, industrial, nonprofit, public, or semipublic property shall be equal to 6.3 ERU's or Equivalent Residential Units. Any non-residential property less than one acre shall be considered one acre when computing the fee.

Non-residential rates shall also apply to vacant properties.

Monthly rate for non-residential shall be equal to: \$10.33 per ERU

Schedule E

Freedom of Information Act Requests Fee/Rate Summary

Description	Fee/Rate
	\$3.00
Staff Search/Retrieval/Preparation Time	\$6.00/ ¼ hr
Black and White Copies Letter or Legal	\$0.25
Color Copies Letter or Legal	\$0.40
Copies Larger than 11x17	\$8.00
Flash Drive	\$12.00
Postage	At cost
Deposit required for anticipated or apparent staff search time exceeding five (5) hours	\$1/2 of estimated costs

The Administrator or the designated FOIA staff member in the Administration Department may provide the documents free of charge if it is determined that the information is 'primarily benefiting the public'.

Schedule F

Encroachment, Outdoor Cafe, City Right of Way Vendor Usage and Horse Drawn Guided Tour

Permit Fee Summary

Description	Fee/Rate
Encroachment Permit:	
10 square feet or less	\$50.00/yr
10 to 100 square feet	\$100.00/yr
100 square feet or larger	\$150.00/yr
Outdoor Cafe Encroachment Permit:	\$100.00/table
Vending on City Right of Way Permit	\$500.00/yr
Horse Drawn Guided Tour Permit	\$50.00/yr

Attachment: FY25 Budget Ordinance Clean 6.20.24 [Revision 1] (4100 : FY 2024-2025 Budget Ordinance)

EXHIBIT A

City of Georgetown Annual Budget by Organization Report for FY 2025
(July 1, 2024 to June 30, 2025)

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Fund: 0010 General Fund						
Revenue						
0010.00 - General Fund,Revenue	\$10,633,431.22	\$10,287,955.91	\$11,190,419.17	\$14,334,600.66	\$14,417,451.00	\$14,219,854.00
Revenue Totals	\$10,633,431.22	\$10,287,955.91	\$11,190,419.17	\$14,334,600.66	\$14,417,451.00	\$14,219,854.00
Expenditures						
0010 - General Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010.01 - General Fund,Administration	\$190,363.62	\$170,067.30	\$278,226.64	\$397,071.22	\$285,880.00	\$289,409.00
0010.01.02 - General Fund,Administration,Mayor and Council	\$266,775.50	\$235,828.75	\$248,309.02	\$243,694.33	\$298,328.00	\$306,389.00
0010.03 - General Fund,Building & Planning	\$0.00	\$0.00	\$0.00	\$33.89	\$0.00	\$0.00
0010.04 - General Fund,Finance	\$401,936.02	\$429,719.83	\$463,950.85	\$360,951.98	\$521,141.00	\$655,167.00
0010.05.05 - General Fund,Police,Police Staff Services	\$3,345,541.06	\$3,193,947.40	\$3,426,018.54	\$3,697,868.88	\$4,406,763.00	\$5,290,997.00
0010.05.07 - General Fund,Police,Victim's Advocate	\$66,367.31	\$48,783.30	\$62,829.26	\$45,124.31	\$0.00	\$74,023.00
0010.05.26 - General Fund,Police,Grants	\$10,575.58	\$8,529.30	\$12,879.22	\$16,363.21	\$0.00	\$0.00
0010.05.28 - General Fund,Police,Safe Streets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010.06 - General Fund,Building Department	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$465,471.00
0010.09 - General Fund,Planning & Community Development	\$623,086.46	\$571,986.06	\$625,077.08	\$706,128.94	\$1,174,948.00	\$624,039.00
0010.10 - General Fund,Municipal Court	\$268,029.88	\$240,379.83	\$280,237.44	\$277,164.62	\$326,422.00	\$365,625.00
0010.10.06 - General Fund,Municipal Court,Victim's Advocate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010.11 - General Fund,Fire	\$2,743,355.50	\$2,611,882.40	\$2,791,991.03	\$2,866,660.20	\$3,376,075.00	\$3,791,098.00
0010.12 - General Fund,Public Works	\$869,515.83	\$877,857.34	\$1,171,991.84	\$1,084,594.71	\$1,030,822.00	\$1,128,557.00
0010.13 - General Fund,Information Technology	(\$587.73)	(\$577.27)	\$1,437.15	\$5,136.39	(\$52,216.00)	\$178.00
0010.14 - General Fund,Fleet Services	(\$2,050.75)	\$508.52	\$2,848.99	\$12,727.51	\$124,076.00	\$153,752.00
0010.20 - General Fund,General Government	\$680,251.26	\$526,618.73	\$475,022.39	\$525,859.57	\$1,305,815.00	\$596,795.00
0010.21 - General Fund,Debt Service	\$131,360.00	\$170,707.02	\$39,347.02	\$39,347.02	\$181,342.00	\$245,643.00
0010.22 - General Fund,Other Financing Uses	\$0.00	\$0.00	\$2,179,401.00	\$779,279.00	\$1,375,620.00	\$232,711.00
Revenue Totals:	\$10,633,431.22	\$10,287,955.91	\$11,190,419.17	\$14,334,600.66	\$14,417,451.00	\$14,219,854.00
Expenditure Totals	\$9,594,519.54	\$9,086,238.51	\$12,059,567.47	\$11,058,005.78	\$14,355,016.00	\$14,219,854.00
Fund Total: General Fund	\$1,038,911.68	\$1,201,717.40	(\$869,148.30)	\$3,276,594.88	\$62,435.00	\$0.00
Fund: 0011 Debt Service						
Revenue						
0011.00 - Debt Service,Revenue	\$143,994.97	\$163,386.28	\$151,249.36	\$185,784.99	\$180,000.00	\$180,000.00
Revenue Totals	\$143,994.97	\$163,386.28	\$151,249.36	\$185,784.99	\$180,000.00	\$180,000.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Expenditures						
0011.21 - Debt Service,Debt Service	\$0.00	\$0.00	\$132,755.63	\$131,360.00	\$180,000.00	\$180,000.00
Revenue Totals:	\$143,994.97	\$163,386.28	\$151,249.36	\$185,784.99	\$180,000.00	\$180,000.00
Expenditure Totals	\$0.00	\$0.00	\$132,755.63	\$131,360.00	\$180,000.00	\$180,000.00
Fund Total: Debt Service	\$143,994.97	\$163,386.28	\$18,493.73	\$54,424.99	\$0.00	\$0.00
Fund: 0012 Capital Projects Reserve Fund						
Revenue						
0012 - Capital Projects Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0012.00 - Capital Projects Reserve Fund,Revenue	\$0.00	\$0.00	\$892,272.00	\$1,388,714.54	\$2,409,641.00	\$4,213,609.00
Revenue Totals	\$0.00	\$0.00	\$892,272.00	\$1,388,714.54	\$2,409,641.00	\$4,213,609.00
Expenditures						
0012 - Capital Projects Reserve Fund	\$0.00	\$0.00	\$20,432.67	\$0.00	\$0.00	\$0.00
0012.00 - Capital Projects Reserve Fund,Revenue	(\$84,998.50)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0012.26 - Capital Projects Reserve Fund,Special Projects	\$406,916.85	\$132,561.94	\$787,428.61	\$2,896,529.11	\$2,472,076.00	\$4,213,609.00
Revenue Totals:	\$0.00	\$0.00	\$892,272.00	\$1,388,714.54	\$2,409,641.00	\$4,213,609.00
Expenditure Totals	\$321,918.35	\$132,561.94	\$807,861.28	\$2,896,529.11	\$2,472,076.00	\$4,213,609.00
Fund Total: Capital Projects Reserve Fund	(\$321,918.35)	(\$132,561.94)	\$84,410.72	(\$1,507,814.57)	(\$62,435.00)	\$0.00
Fund: 0013 TIF District						
Revenue						
0013.00 - TIF District,Revenue	\$0.00	\$0.00	\$42,743.38	\$85,790.73	\$91,612.00	\$133,797.00
Revenue Totals	\$0.00	\$0.00	\$42,743.38	\$85,790.73	\$91,612.00	\$133,797.00
Expenditures						
0013 - TIF District	\$0.00	\$0.00	\$11,094.60	\$0.00	\$91,612.00	\$133,797.00
Revenue Totals:	\$0.00	\$0.00	\$42,743.38	\$85,790.73	\$91,612.00	\$133,797.00
Expenditure Totals	\$0.00	\$0.00	\$11,094.60	\$0.00	\$91,612.00	\$133,797.00
Fund Total: TIF District	\$0.00	\$0.00	\$31,648.78	\$85,790.73	\$0.00	\$0.00
Fund: 0014 American Rescue Plan Act (ARP)						
Revenue						
0014 - American Rescue Plan Act (ARP)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014.00 - American Rescue Plan Act (ARP),Revenue	\$0.00	\$0.00	\$660,563.02	\$1,156,514.23	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$660,563.02	\$1,156,514.23	\$0.00	\$0.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Expenditures						
0014 - American Rescue Plan Act (ARP)	\$0.00	\$0.00	\$655,691.52	\$14,696.03	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$660,563.02	\$1,156,514.23	\$0.00	\$0.00
Expenditure Totals	\$0.00	\$0.00	\$655,691.52	\$14,696.03	\$0.00	\$0.00
Fund Total: American Rescue Plan Act (ARP)	\$0.00	\$0.00	\$4,871.50	\$1,141,818.20	\$0.00	\$0.00
Fund: 0017 Federal Grants						
Revenue						
0017.00 - Federal Grants,Revenue	\$3,333.48	(\$10.86)	\$1,706.75	\$2,931.68	\$0.00	\$0.00
Revenue Totals	\$3,333.48	(\$10.86)	\$1,706.75	\$2,931.68	\$0.00	\$0.00
Expenditures						
0017.69 - Federal Grants,Federal Grants	\$1,193.48	\$740.49	\$1,706.73	\$2,931.68	\$0.00	\$0.00
Revenue Totals:	\$3,333.48	(\$10.86)	\$1,706.75	\$2,931.68	\$0.00	\$0.00
Expenditure Totals	\$1,193.48	\$740.49	\$1,706.73	\$2,931.68	\$0.00	\$0.00
Fund Total: Federal Grants	\$2,140.00	(\$751.35)	\$0.02	\$0.00	\$0.00	\$0.00
Fund: 0018 State and Local Grants						
Revenue						
0018.00 - State and Local Grants,Revenue	\$43,132.27	\$40,546.44	\$13,003.88	\$28,828.24	\$12,000.00	\$12,000.00
Revenue Totals	\$43,132.27	\$40,546.44	\$13,003.88	\$28,828.24	\$12,000.00	\$12,000.00
Expenditures						
0018.70 - State and Local Grants,State and Local Grants	\$77,081.80	\$73,655.62	\$76,765.75	\$13,911.41	\$12,000.00	\$12,000.00
Revenue Totals:	\$43,132.27	\$40,546.44	\$13,003.88	\$28,828.24	\$12,000.00	\$12,000.00
Expenditure Totals	\$77,081.80	\$73,655.62	\$76,765.75	\$13,911.41	\$12,000.00	\$12,000.00
Fund Total: State and Local Grants	(\$33,949.53)	(\$33,109.18)	(\$63,761.87)	\$14,916.83	\$0.00	\$0.00
Fund: 0019 Res. Utilities Round Up Program						
Revenue						
0019.00 - Res. Utilities Round Up Program,Revenue	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00
Fund Total: Res. Utilities Round Up Program	\$0.00	\$0.00	\$0.00	\$10,563.90	\$0.00	\$0.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Fund: 0020 State Accommodations Tax						
Revenue						
0020.00 - State Accommodations Tax,Revenue	\$131,821.99	\$133,789.01	\$196,049.20	\$186,986.14	\$160,500.00	\$160,500.00
Revenue Totals	\$131,821.99	\$133,789.01	\$196,049.20	\$186,986.14	\$160,500.00	\$160,500.00
Expenditures						
0020.33 - State Accommodations Tax,State Accommodations Tax	\$125,897.40	\$76,070.87	\$153,250.00	\$240,944.54	\$160,500.00	\$160,500.00
Revenue Totals:	\$131,821.99	\$133,789.01	\$196,049.20	\$186,986.14	\$160,500.00	\$160,500.00
Expenditure Totals	\$125,897.40	\$76,070.87	\$153,250.00	\$240,944.54	\$160,500.00	\$160,500.00
Fund Total: State Accommodations Tax	\$5,924.59	\$57,718.14	\$42,799.20	(\$53,958.40)	\$0.00	\$0.00
Fund: 0022 Local Hospitality/ATax						
Revenue						
0022.00 - Local Hospitality/ATax,Revenue	\$1,043,088.37	\$1,091,449.90	\$1,181,945.66	\$1,335,336.16	\$2,424,513.00	\$2,672,504.00
Revenue Totals	\$1,043,088.37	\$1,091,449.90	\$1,181,945.66	\$1,335,336.16	\$2,424,513.00	\$2,672,504.00
Expenditures						
0022.08 - Local Hospitality/ATax,Winyah Auditorium	\$8,508.47	\$6,836.74	\$8,950.11	\$7,776.83	\$35,000.00	\$35,934.00
0022.23 - Local Hospitality/ATax,Accommodation Taxes (ATAX)	\$199,530.86	\$129,837.13	\$139,262.27	\$205,137.50	\$366,386.00	\$377,309.00
0022.24 - Local Hospitality/ATax,Hospitality Taxes (HTAX)	\$484,601.15	\$274,201.31	\$438,690.63	\$743,352.94	\$1,697,358.00	\$2,030,147.00
0022.29 - Local Hospitality/ATax,Kaminski House	\$173,512.91	\$173,745.10	\$218,610.97	\$268,215.01	\$325,769.00	\$229,114.00
0022.38 - Local Hospitality/ATax,Parker Stewart House	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$1,043,088.37	\$1,091,449.90	\$1,181,945.66	\$1,335,336.16	\$2,424,513.00	\$2,672,504.00
Expenditure Totals	\$866,153.39	\$584,620.28	\$805,513.98	\$1,224,482.28	\$2,424,513.00	\$2,672,504.00
Fund Total: Local Hospitality/ATax	\$176,934.98	\$506,829.62	\$376,431.68	\$110,853.88	\$0.00	\$0.00
Fund: 0025 Winyah Auditorium						
Revenue						
0025.00 - Winyah Auditorium,Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures						
0025.08 - Winyah Auditorium,Winyah Auditorium	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Total: Winyah Auditorium	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
Fund: 0030 Electric Utility Fund						
Revenue						
0030.00 - Electric Utility Fund,Revenue	\$11,900,986.81	\$12,940,522.73	\$12,274,766.69	\$12,960,645.51	\$14,898,253.00	\$15,007,290.00
Revenue Totals	\$11,900,986.81	\$12,940,522.73	\$12,274,766.69	\$12,960,645.51	\$14,898,253.00	\$15,007,290.00
Expenditures						
0030 - Electric Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0030.19 - Electric Utility Fund,Electric	\$12,158,863.72	\$13,321,058.44	\$12,034,927.80	\$11,933,511.07	\$14,873,023.00	\$14,982,060.00
0030.36 - Electric Utility Fund,Fiber Optics	\$229.32	\$229.27	\$229.26	\$4,415.60	\$25,230.00	\$25,230.00
Revenue Totals:	\$11,900,986.81	\$12,940,522.73	\$12,274,766.69	\$12,960,645.51	\$14,898,253.00	\$15,007,290.00
Expenditure Totals	\$12,159,093.04	\$13,321,287.71	\$12,035,157.06	\$11,937,926.67	\$14,898,253.00	\$15,007,290.00
Fund Total: Electric Utility Fund	(\$258,106.23)	(\$380,764.98)	\$239,609.63	\$1,022,718.84	\$0.00	\$0.00
Fund: 0031 Water Utility Fund						
Revenue						
0031.00 - Water Utility Fund,Revenue	\$2,586,532.11	\$2,625,841.63	\$4,332,388.00	\$4,167,859.85	\$4,019,638.00	\$4,481,185.00
Revenue Totals	\$2,586,532.11	\$2,625,841.63	\$4,332,388.00	\$4,167,859.85	\$4,019,638.00	\$4,481,185.00
Expenditures						
0031 - Water Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0031.15 - Water Utility Fund,Water Distribution	\$1,332,420.68	\$1,355,726.09	\$1,380,675.03	\$1,569,257.75	\$1,914,004.00	\$1,913,602.00
0031.16 - Water Utility Fund,Filtration	\$1,863,263.25	\$1,564,278.90	\$1,586,729.81	\$1,773,520.80	\$2,096,556.00	\$2,566,960.00
0031.41 - Water Utility Fund,General & Administrative	(\$22,652.08)	(\$53,265.21)	(\$31,595.22)	(\$24,164.17)	\$3,593.00	\$445.00
0031.42 - Water Utility Fund,Engineering Services	\$4,423.37	(\$2,042.58)	(\$915.78)	\$22,418.39	\$5,485.00	\$178.00
Revenue Totals:	\$2,586,532.11	\$2,625,841.63	\$4,332,388.00	\$4,167,859.85	\$4,019,638.00	\$4,481,185.00
Expenditure Totals	\$3,177,455.22	\$2,864,697.20	\$2,934,893.84	\$3,341,032.77	\$4,019,638.00	\$4,481,185.00
Fund Total: Water Utility Fund	(\$590,923.11)	(\$238,855.57)	\$1,397,494.16	\$826,827.08	\$0.00	\$0.00
Fund: 0032 Wastewater Fund						
Revenue						
0032.00 - Wastewater Fund,Revenue	\$3,952,055.41	\$3,622,335.61	\$4,013,618.64	\$5,076,901.50	\$4,708,192.00	\$5,211,015.00
Revenue Totals	\$3,952,055.41	\$3,622,335.61	\$4,013,618.64	\$5,076,901.50	\$4,708,192.00	\$5,211,015.00
Expenditures						
0032 - Wastewater Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0032.18 - Wastewater Fund,Wastewater Collections	\$1,300,274.52	\$1,454,540.85	\$1,569,265.66	\$1,604,115.52	\$1,887,742.00	\$2,112,260.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
0032.34 - Wastewater Fund,Regional Wastewater Plant	\$1,548,803.21	\$1,548,022.70	\$1,760,514.28	\$1,839,650.98	\$2,817,877.00	\$2,428,755.00
0032.34.17 - Wastewater Fund,Regional Wastewater Plant,Wastewater Treatment	\$558,925.02	\$639,354.03	\$638,675.67	\$642,845.22	\$2,573.00	\$670,000.00
Revenue Totals:	\$3,952,055.41	\$3,622,335.61	\$4,013,618.64	\$5,076,901.50	\$4,708,192.00	\$5,211,015.00
Expenditure Totals	\$3,408,002.75	\$3,641,917.58	\$3,968,455.61	\$4,086,611.72	\$4,708,192.00	\$5,211,015.00
Fund Total: Wastewater Fund	\$544,052.66	(\$19,581.97)	\$45,163.03	\$990,289.78	\$0.00	\$0.00
Fund: 0033 Stormwater Utility Fund						
Revenue						
0033.00 - Stormwater Utility Fund,Revenue	\$869,119.52	\$1,167,660.33	\$1,326,901.62	\$1,501,142.48	\$1,497,374.00	\$1,584,368.00
Revenue Totals	\$869,119.52	\$1,167,660.33	\$1,326,901.62	\$1,501,142.48	\$1,497,374.00	\$1,584,368.00
Expenditures						
0033 - Stormwater Utility Fund	(\$80,000.00)	(\$80,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
0033.40 - Stormwater Utility Fund,Storm Water Utility Exp.	\$1,393,828.39	\$1,451,880.52	\$1,353,884.74	\$1,295,883.84	\$1,497,374.00	\$1,584,368.00
0033.40.40 - Stormwater Utility Fund,Storm Water Utility Exp.,City Hall Drainage Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$869,119.52	\$1,167,660.33	\$1,326,901.62	\$1,501,142.48	\$1,497,374.00	\$1,584,368.00
Expenditure Totals	\$1,313,828.39	\$1,371,880.52	\$1,353,884.74	\$1,295,883.84	\$1,497,374.00	\$1,584,368.00
Fund Total: Stormwater Utility Fund	(\$444,708.87)	(\$204,220.19)	(\$26,983.12)	\$205,258.64	\$0.00	\$0.00
Fund: 0035 Waste Management Fund						
Revenue						
0035.00 - Waste Management Fund,Revenue	\$948,689.02	\$973,687.66	\$1,006,498.68	\$1,028,789.60	\$1,510,133.00	\$1,420,705.00
Revenue Totals	\$948,689.02	\$973,687.66	\$1,006,498.68	\$1,028,789.60	\$1,510,133.00	\$1,420,705.00
Expenditures						
0035 - Waste Management Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.00 - Waste Management Fund,Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.25 - Waste Management Fund,Keep Georgetown Beautiful	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.25.26 - Waste Management Fund,Keep Georgetown Beautiful,Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035.31 - Waste Management Fund,Residential Sanitation	\$952,797.42	\$1,027,021.53	\$999,978.47	\$1,135,311.22	\$1,510,133.00	\$1,420,108.00

Budget by Organization Exhibit A

Summary

	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2025 Council Approval 2
0035.32 - Waste Management Fund,Commercial Sanitation	\$0.00	(\$533.28)	(\$133.32)	\$0.00	\$0.00	\$597.00
Revenue Totals:	\$948,689.02	\$973,687.66	\$1,006,498.68	\$1,028,789.60	\$1,510,133.00	\$1,420,705.00
Expenditure Totals	\$952,797.42	\$1,026,488.25	\$999,845.15	\$1,135,311.22	\$1,510,133.00	\$1,420,705.00
Fund Total: Waste Management Fund	(\$4,108.40)	(\$52,800.59)	\$6,653.53	(\$106,521.62)	\$0.00	\$0.00
Fund: 0086 Seized and Forfeited						
Revenue						
0086.00 - Seized and Forfeited,Revenue	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$6,428.00
Revenue Totals	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$6,428.00
Expenditures						
0086.05 - Seized and Forfeited,Police	\$58,205.14	\$23,298.69	\$17,855.66	\$800.00	\$0.00	\$6,428.00
Revenue Totals:	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$6,428.00
Expenditure Totals	\$58,205.14	\$23,298.69	\$17,855.66	\$800.00	\$0.00	\$6,428.00
Fund Total: Seized and Forfeited	(\$58,205.14)	(\$23,298.69)	(\$15,755.66)	(\$800.00)	\$0.00	\$0.00
Revenue Grand Totals:	\$32,256,185.17	\$33,047,164.64	\$37,286,226.05	\$43,451,390.21	\$46,329,307.00	\$49,303,255.00
Expenditure Grand Totals:	\$32,056,145.92	\$32,203,457.66	\$36,014,299.02	\$37,380,427.05	\$46,329,307.00	\$49,303,255.00
Net Grand Totals:	\$200,039.25	\$843,706.98	\$1,271,927.03	\$6,070,963.16	\$0.00	\$0.00

MAYOR
CAROL JAYROE

CITY ADMINISTRATOR
SCOTT WHITTIER

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
JIM CLEMENTS
MAYOR PRO TEMPORE

JONATHAN ANGNER
BRUCE CARL
ERIN ETHRIDGE
JIMMY MORRIS
TAMIKA WILLIAMS-OBENG

Executive Offices
(843) 545-4001

June 20, 2024

Budget Message: Fiscal Year 2024/2025 Proposed Budget

Mayor Carol Jayroe, Members of City Council, and City of Georgetown Residents:

It is my privilege to present the proposed Fiscal Year 2024/2025 (FY 2025) budget for the City of Georgetown for your consideration and approval. This budget provides the financial plan for the city to continue delivering municipal services for the fiscal year starting July 1, 2024 and ending June 30, 2025. The budget includes a fiscally responsible financial allocation plan necessary to maintain services. As recommended, the budget presents an expenditure plan for meeting the service needs of the city of Georgetown's residents through excellent service delivery and much needed capital infrastructure investments on our aging infrastructure.

As proposed, the FY 2025 budget totals \$49,303,255. The budget includes deferred expenditures from the previous fiscal years due to the pandemic as well as capital projects and general operating expenditures necessary to retain our talented workforce and support the city's Combined Water, Wastewater, and Electric Utility System, stormwater, and waste management needs. The FY 2025 budgeted expenditures are 6.42% higher than the FY 2024 amended budget.

As discussed at the budget retreat and workshops, the proposed budget includes the revised operating millage equal to 127.7 for the provision of general government services such as law enforcement, first responders, public works, and general administration and 4.0 mills for the city's general obligation bonds payment. The FY 2025 budget includes a \$2,627,416 transfer from the General Fund's (GF) fund balance to support General Fund expenditures, the Capital Projects Reserve Fund, the Waste Management, and the Stormwater Fund.

The City covenanted in its 2011 Master Bond Ordinance to maintain all rates and charges of its Combined Water, Wastewater and Electric System as necessary to pay operational expenses, debt service on bonds, and other system costs. The utility rate adjustments include 4% for water, 4% for wastewater, and 7% for electric. The utility rate adjustments are intended to continue funding operations and maintenance as well as addressing the covenant considerations and to further address the coverage and liquidity issues noted by Moody's Investors Service in its 2020 rating review of the city's Combined Utility System.

The waste management fee is adjusted by 3% from \$26.88 to \$27.69 per month for residential customers and non-residential customers outside the Downtown Sanitation District (DSD) for twice a week pickup. Waste management fees for non-residential customers within the DSD will increase from \$85.31 to \$87.87 per month to continue providing 7-days a week/365 days a year garbage pickup services.

Drawer 939
Georgetown, SC 29442

Attachment: 2024.06.20 FY 2025 Budget Message (4100 : FY 2024-2025 Budget Ordinance)

The stormwater fee adjustment is 14.7%, per the recommendation of the January 2024 rate study. This fund is balanced with a transfer of \$227,368 from the fund balance of the General Fund since the fee adjustment does not cover this fund's FY 2025 budget. As the Stormwater Fund's deficit decreases over time, this fund should begin reimbursing the General Fund this and any other recorded transfers.

The utilities, stormwater, and waste management rates/fees adjustments are expected to have an overall impact between 5.4% and 5.93% on utility bills for a handful of randomly selected customers. Approving these adjustments is not a popular decision to make; however, under the current economic circumstances of high inflation and due to past policy decisions of not addressing adjustments incrementally, the proposed increases are necessary to:

- Continue providing reliable services (operations and maintenance) based on recovering costs primarily through user charges;
- Address infrastructure needs; and
- Be in compliance with covenants imposed when the city issued debt in 2011, which pledged the revenues of the Combined Utility System to service the debt.

Budgeting Considerations and Financial and Economic Factors

The City of Georgetown provides essential services to its residents including public safety (i.e., law enforcement, first responders, and firefighting), planning and building inspections, utilities (i.e., stormwater maintenance, potable water, wastewater treatment, and electricity), public works (i.e., waste management, yard debris pickup, grounds and street maintenance), public property maintenance, administration, human resources, risk management, information technology, fleet services, and finance administration. It does not matter what the emergency is, such services cannot shut down or pause.

Current Economic Conditions: COVID-19 brought up a lot of economic uncertainty and severe disruptions nation-wide since early 2020, especially workforce market disruptions. The effects of the pandemic, although it has improved this last year, continued presenting challenges while developing the FY 2025 budget.

The unemployment rate in Georgetown County has seen a decline since early 2021. This has further exacerbated our ability to recruit and maintain our talented workforce without having competitive salaries. With low unemployment rates, the city continues facing challenges with the recruitment and retention of qualified employees.

Tax Increment Financing District (TIF District): City council approved the first TIF District Redevelopment Plan on April 18, 2019. The Georgetown County School District and Georgetown County agreed to participate in the TIF District. Table 1 provides the School District and County's participation.

Table 1. Georgetown County School District and Georgetown County TIF Participation

Entity	Participation	Term/Starting Date
Georgetown County School District	• TIF revenue distribution: 75% to City; 25% to School District. • Capped to the GCSD's rate of tax millage for operations or 109.7 mills, whichever is less, plus the tax millage levied for its debt service.	25 years/July 1, 2019
Georgetown County	• TIF revenue distribution: 100% to City. • Capped to the County's operating tax millage or 56.3 mills, whichever is less, plus the tax millage levied for its debt service	25 years/July 1, 2020

Pursuant to the TIF ordinance, City council will need to establish the priority of the projects "in a manner that it, in its sole discretion, may determine will provide the most likelihood of redevelopment within the Redevelopment Area." In anticipation of future development within the TIF District, staff plans to work

with Council to review the prioritized list of TIF funded projects. The City needs to establish a record of TIF revenue received before any TIF bonds may be issued to fund approved projects. TIF revenue will continue to be generated as and if new development occurs within the district.

In 2021, we received the first TIF revenue totaling \$37,968.78 for tax year 2020. This year, we are budgeting \$133,796 in new TIF revenue for tax year 2023. It is anticipated that TIF revenue will increase over time. With the opening of The George Hotel in the winter of 2024, the TIF revenue for tax year 2024 will not materialize until 2025 or after. No major TIF expenditures are currently anticipated in FY 2025. Table 2 provides a summary of TIF revenues and distribution.

Table 2. Summary of TIF Revenue Received and Distributed

Distribution of TIF Funds	Tax Year			2023 (Projected)	Totals
	2020	2021	2022		
From City of Georgetown (at 100%)	\$14,828.21	\$19,453.57	\$36,180.41	\$55,705.02	\$70,462.19
From Georgetown County (at 100%)	\$8,816.77	\$11,566.99	\$21,525.05	\$30,881.44	\$41,908.81
From Georgetown School District (at 75%)	\$14,323.80	\$18,791.82	\$33,906.87	\$47,210.35	\$67,022.49
Total TIF Funds to City	\$37,968.78	\$49,812.38	\$91,612.33	\$133,796.82	\$179,393.49
Georgetown School District (25%)*	\$4,774.60	\$6,263.94	\$11,302.99	\$15,736.78	\$22,341.53
Total TIF Revenue Generated	\$42,743.38	\$56,076.32	\$102,915.32	\$149,533.60	\$351,268.52

* Funds sent to Georgetown School District

Priorities of the City of Georgetown

In FY 2024, we are addressing Council's priorities expressed at the October 2023 budget retreat in the following areas:

Must Do Goals

New City Hall	External Communication	City's Fiscal Health
Engage design/build vendor for renovations	- Evaluate City's communication methods - Consider implementation of citizen leadership academy	Assess City's fund reserve policy and current reserve

Should Do Goals

Affordable Housing	Removal of Dilapidated Housing	Permanent Public Restroom Facilities	Provide Same Level of Services for All Citizens	Focus on Civility
- Develop partnership with Georgetown County and other regional stakeholders - Solicit/meet with developers that may assist - Asses Act #0057 for use of accomodation tax dollars	- Continue with code enforcement - Seek grant funding and other resources	- Evaluate parks for need of public restrooms - Budget and implement contruction of public restrooms	Enforce ordinance equally	Conduct workshop on civility

Could Do Goals

Joint Meeting with County Council	Roads Improvement	Short-Term Rental	Homelss, Substance Abuse and Mental Needs	Asses/Improve Sand Bagging Process
Schedule gathering of the two elected bodies to work together on common issues	- Seek more paving dollars - Address drainage concerns - Implement pavement management recommended five year wrok plan	- Evaluate impact - Update zoning ordinance - Develop process to notify all city department needing knowledge of short-term rental	- Partnership with other stakeholders such as Georgetown County and other regional stakeholders - Develop plan to address issue	- Develop join effort with Georgetown County - Evaluate options for sandbag disbursements

Honorable Mention

Provide Workforce Sensitivity Training

Create Citizens Leadership Academy

Addressing Dilapidated Structures: The city received a CDBG grant in December 2020 from the SC Department of Commerce to remove dilapidated structures in the West End District. Title work was started in early 2021 and completed the environmental review in spring 2022. The asbestos assessment reports was completed and received in February 2023. Demolition was started in the winter 2023/2024 and completed in April..

Beautification Efforts Continue: The Public Works Department continues with maintenance of the gateways, streets, and sidewalks. The city hires temporary staff in the summer to assist our crews with maintenance during the growing season. Staff will continue monitoring City streets and report debris for removal. We replaced and assumed maintenance of the planters on Front Street to ensure they look their best year round. Funding is in the budget to purchase additional planters. The city will continue implementing the Clean Sweeps and Adopt a Street programs. Since its implementation, this program has helped our residents with disposing unwanted and bulk items in a much more organized way.

Comprehensive Plan Update: State law requires local governments to do an update to their Comprehensive Plan ("Plan") every 10 years. Most municipalities enlist outside help with this task, as there are some aspects of the plan that are data intensive and technical in matter. Council approved entering into a contract with the Waccamaw Regional Council of Governments (WRCOG) to assist with updating the Plan for the city. The WRCOG submitted the draft plan in March 2022. Planning staff reviewed the plan in 2022. Due to turn over in the Planning Department and at the WRCOG, updating the Plan has been delayed. However, WRCOG staff resumed this effort and the city provided additional information requested. The Plan should be completed before the end of the 2024 summer for city council's adoption.

Stormwater Infrastructure Improvements: The city's stormwater drainage system has not been adequately maintained and/or upgraded causing recurring floods affecting businesses and residential properties. Therefore, it is important that city council continues addressing this issue pursuant to the recommendations of the adopted SWMP completed in July 2019.

In February 2021, the Economic Development Administration (EDA) of the US Department of Commerce approved a grant for \$3,365,409 and Georgetown County Council approved the cash match for \$841,353 from the Capital Sales Tax surplus funds. City council approved an additional \$500,000 as local match. This grant is funding the first stormwater project in the commercial district and the construction of a bulkhead behind Constitution Park and the Georgetown County owned property. The project design and procurement process are complete. Bids came higher than the construction budget approved. The city had requested and received approval for additional funds to the SC Department of Commerce and EDA..

Secondary Water Flocculation/Sedimentation Basin: The City owns and operates the water treatment plant (WTP), which was built in the early 1970s. The city undertook a major overhaul at the end of 2001. The existing basin is in need of renovations due to aging, exposure to natural coastal weather elements such as

hurricanes and tropical storms. The city needs a secondary basin to enhance the water treatment plant reliability of the raw water treatment process. The Water Department requested funding for the construction of a secondary basin to provide redundancy. Now more than ever, the city needs a reliable water treatment system to supply water to its customers without interruption. The coronavirus pandemic exacerbated this need to increase sanitary norms and practices recommended by the Center for Disease Control and Prevention, such as the constant washing of hands to prevent spreading diseases.

We completed the design phase of this project with local funds. The estimated cost at the time of the grant application submission was \$4.285 million. City council approved the local match totaling \$857,000. EDA approved the federal share on June 7, 2022 for \$3.428 million. The construction industry has experienced unprecedented inflationary costs. COVID-19 effects and the disruption of the materials supply chain have created extraordinary inflationary increases in the construction market. The lowest bid for the project was \$5.186+ million. The city had requested and received additional financial assistance from the state and federal governments to cover the increased costs.

City Hall Building: The old City Hall building located at 120 North Fraser Street was demolished in January 2019. City Council approved construction of a new City Hall building on the same site. However, primarily due to the unknown economic effects of the COVID-19 pandemic, Council passed a resolution in May 2020 to suspend the new City Hall project. In addition, Council approved an ordinance to commit \$3.5 million of insurance proceeds received for the future construction of the new City Hall. The proceeds from the City Hall settlement are accounted for in the Capital Projects Reserve Fund. Due to the persistence of the pandemic, building a new City Hall was not pursued in 2021. In early 2022, City Council determined to not build on the same site and authorized resuming the project at a different location. In June of 2023, the City purchased the headquarters building of Liberty Steel located at 420 South Hazard Street. The new City Hall building will be located at this facility. The building is scheduled for renovations in 2024 until mid-2025. Funds are in the budget to move forward with the new city hall project.

Salaries, recruitment and retention: This continues to be a concern as jurisdictions around the city are increasing salaries. If not addressed, skilled employees may decide to leave the city. City council understands the critical financial needs of the city during these times of high inflation rates to continue providing uninterrupted and high quality public services. The budget includes adjustments to salaries based on merit and cost of living and is applicable to eligible employees as noted in the Employee Handbook policies.

Budget Development and Process

In times of economic uncertainties, a fiscal discipline and being good stewards of the city's resources were considerations of staff in the FY 2025 budget development processes. Based on the current economic conditions, we used a realistic approach to develop the recommended FY 2025 budget by (1) continue providing services under current, high inflation economic circumstances; (2) addressing employees' salaries; and (3) not placing the City in an adverse financial position with the enterprise funds. The budget process is similar to processes in previous years. Table 3 shows the budget development process followed for FY 2025.

Table 3. City of Georgetown Annual Budget Process

October	January	February	March	April	May	June	July
• Priority setting session	• Departments Input Budget	• Departments Projections • Directors Meetings with Administration and Finance	• Administration and Finance Review • Finance Prepares Draft Budget • City council Retreat (Budget presentation)	• Budget Workshop #1 • Individual meetings with Council members	• Individual meetings with Council members • 1st Reading of Budget Ordinance	• Individual meetings with Council members • Public Hearings • 2nd Reading of Budget Ordinance	• New Fiscal Year begins on July 1

Budget in Brief: FY 2025 Budget by Fund

The proposed FY 2025 budget totals \$49,303,255. The General Fund budget totals \$14,219,854. Table 4 includes a summary of the budget by fund.

Table 4. Summary of FY 2025 Budget by Fund

Fund	Proposed FY 2025 (\$)	Percent of Budget	Fund	Proposed FY 2025 (\$)	Percent of Budget
General Fund	\$14,219,854	28.84%	Local Hospitality/A Tax	\$2,672,504	5.42%
Debt Service	\$180,000	0.37%	Electric Utility Fund	\$15,007,290	30.44%
Capital Projects Reserve Fund	\$4,213,609	8.55%	Water Utility Fund	\$4,481,185	9.09%
TIF District	\$133,797	0.27%	Wastewater Fund	\$5,211,015	10.57%
State and Local Grants	\$12,000	0.02%	Stormwater Utility Fund	\$1,584,368	3.21%
State Accommodations Tax	\$160,500	0.33%	Waste Management Fund	\$1,420,705	2.88%
			Seized and forfeited	\$6,428	0.01%
Total Proposed FY 2025 Budget		\$49,303,255			

(Note: ARPA funds are not reflected since funds are appropriated for capital projects. These funds are budgeted but reclassified as assets (i.e., backed out of the budget) in order to expense the depreciation of the asset in future years.)

The Combined Public Utility System (i.e., electric, water and wastewater utilities) totals \$24,699,490 and equates to 50% of the FY 2025 budget. Figure 1 shows the budget by fund in a graphic form.

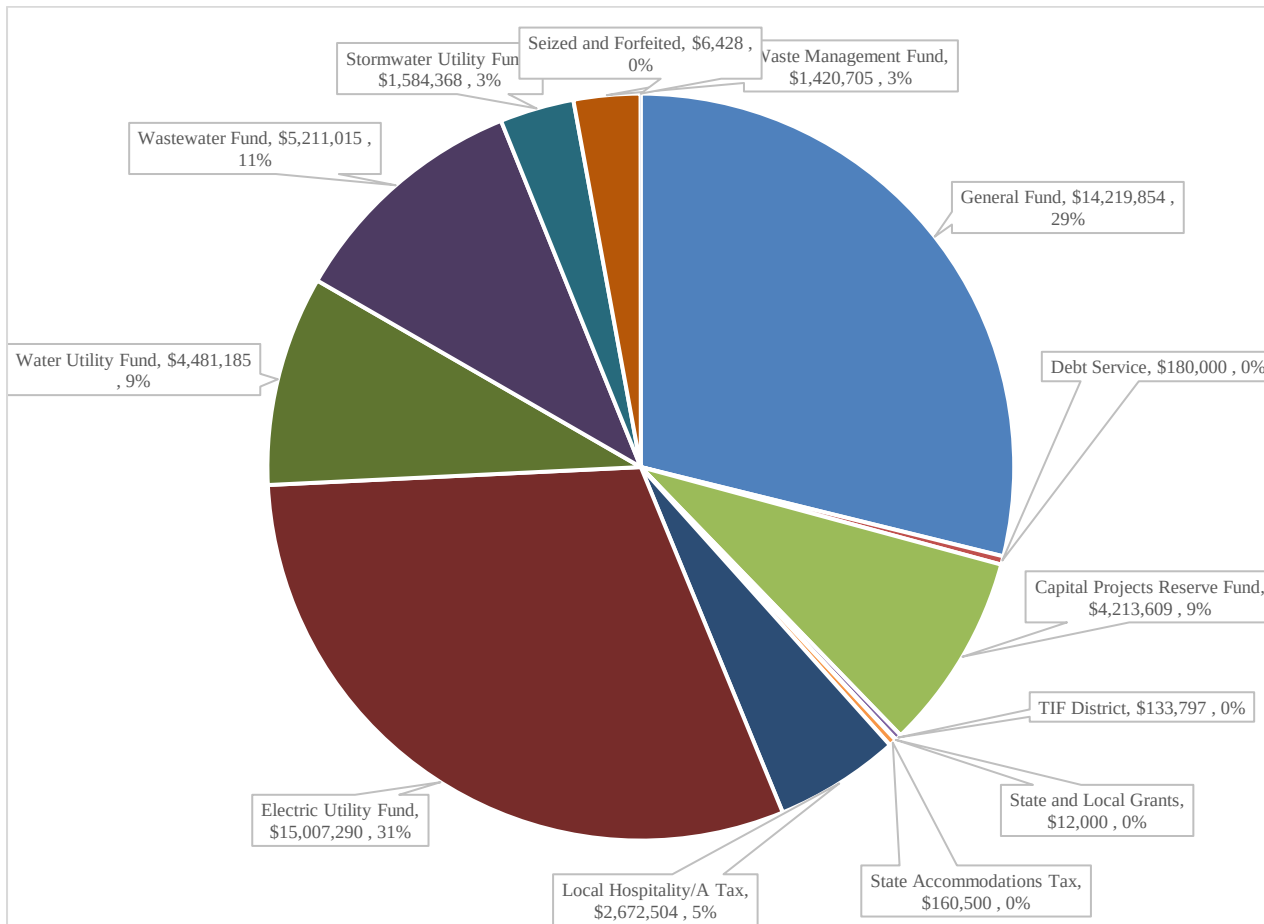


Figure 1. FY 2025 Budget by Fund

The proposed FY 2025 budget is 6.42% higher than the FY 2024 amended budget. Table 5 provides an overview of the proposed budget in comparison with the FY 2024 adopted budget, as amended.

Table 5. Fiscal Year 2024 Budget in Brief

FY 2024 Revenue, As Amended	Proposed FY 2025 Revenue	Percent Change in Revenue	Current FY 2024 Operating Millage	Proposed FY 2025 Operating Millage
\$46,329,307	\$49,303,255	6.42%	118.30	127.70
FY 2024 Expenditures, As Amended	Proposed FY 2025 Expenditures	Percent Change in Expenditures		
\$46,329,307	\$49,303,255	6.42%		
<i>The total millage levy in the City will be one hundred thirty-one and 70/100 (131.70), which includes 4.0 mills of debt service millage to be levied for the City's general obligation bonds.</i>				

Budget in Brief: Summary of Capital Projects

General Fund includes three state grants, the SC Department of Public Safety BAAG and SRO grants that support the City of Georgetown Police Department. The SCMIT/SCMIRF grants will supplement purchases of required safety supplies in the Fire, Police, and Public Work department.

Capital Projects in the Local Hospitality/Accommodations Tax Fund for FY 2025 totals \$1,046,233. Of this amount, \$250,000 are grant funded projects.

Capital projects in the enterprise funds total \$23,885,116. These funds increased primarily due to deferred capital infrastructure needs and delayed expenditures resulting from the pandemic. Of this amount, \$15,525,000 are grant funded project through ARPA, EDA, and other sources.

Table 6. Summary of FY 2025 Grant Funded Projects

FY 2025 GRANT FUNDED PROJECTS (\$)

GENERAL FUND		
SCHOOL RESOURCE OFFICER (SRO): SC DEPARTMENT OF PUBLIC SAFETY GRANT		\$193,1
SC MUNICIPAL INSURANCE TRUST/SC MUNICIPAL INSURANCE RESERVE FUND		\$12,0
BODY ARMOR ASSISTANCE GRANT: SC DEPARTMENT OF PUBLIC SAFETY GRANT		\$11,2
LOCAL H/A TAX		
DMO MARKETING: SCPRT ANNUAL FUNDING		\$66,9
DMO MARKETING: SCPRT TAG GRANT		\$82,3
KEEP GEORGETOWN BEAUTIFUL		\$6,5
CLELAND STREET PARKING LOT: CDBG-COVID		\$250,0
TOTAL		\$622,1
FY 2025 GRANT FUNDED PROJECTS (\$) - ARPA AND ENTERPRISE FUNDS		
WATER FUND		
MARYVILLE WATER DISTRIBUTION IMPROVEMENTS PHASE I: ARPA		\$625,0
WEST END WATER MAIN IMPROVEMENTS: ARPA		\$750,0
SECOND WATER SEDIMENTATION BASIN: EDA		\$350,0
WASTEWATER FUND		
MH REHAB AND CURE IN PLACE: ARPA		\$400,0
HISTORIC DISTRICT SEWER LINE REPAIRS: ARPA		\$100,0
SEWER PUMP STATION #11 AND FORCE MAIN REPLACEMENT PROJECTS: SCIIP		\$13,000,0
STORMWATER FUND		
STORMWATER IMPROVEMENTS PROJECT: EDA		\$300,0
TOTAL		\$15,525,0

Attachment: 2024.06.20 FY 2025 Budget Message (4100 : FY 2024-2025 Budget Ordinance)

Federal and state agencies require local match. Should we continue submitting grant applications, we need to be prepared to provide the local match to not jeopardize grant awards. It is highly recommended that city council continues discussions with our South Carolina Legislative Delegation and seek support to assist with projects. It is also recommended seeking grants with no local match requirements, if there are any.

We continue working with our financial advisor and bond counsel on developing a comprehensive multiyear capital improvement program and identifying sources of funds to address the several capital needs of the city. City council will need to establish a permanent and sustainable funding mechanism for the Capital Projects Reserve Fund. A portion of such funding may involve the issuance of general obligation bonds, which are secured by property taxes levied in the form of debt service millage. The City currently levies 4.0 debt service mills on its outstanding general obligation bonds. This millage is levied and collected through the regular property tax bill each year.

Conclusion

I commend the hard work of staff and their commitment to sound fiscal management and being trustees of the city's assets and infrastructure. Despite the multiple challenges presented in developing a balanced budget for FY 2025 during inflationary and uncertain economic times, the proposed budget serves as the expenditure plan to continue providing essential services in a manner that is appropriate with the provision of such services at this time.

Many thanks to department directors and managers for taking a hard look at their budget requests to finally present a balanced budget. Thanks also to Mayor Carol Jayroe and members of city council for working with staff as we went through the process.

As we conclude this budget process, again, it has been a great honor to work with all department directors and managers, Finance Director Kathy Vermeland and Assistant Finance Director Eliza Jagger in allocating financial resources to accomplish our goals for the upcoming fiscal year. It has also been a privilege to work with all city employees as we strive to continue providing the level of services needed keeping in mind our fiduciary responsibility to the taxpayers and customers of the City of Georgetown while recruiting and retaining our talented workforce. I sincerely appreciate the commitment of city employees in serving our residents and visitors.

Sincerely,

Scott J. Whittier
City Administrator



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

RESOLUTION

DOC ID: 4117

Council Meeting Date:	20 June 2024
Department:	Finance
Issue Under Consideration:	Motion to approve Resolution authorizing discretionary allocation to the Capital Reserve Fund
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	Funds will be made available at the Council decretion.
Points to Consider:	The current Resolution is very difficult for the City to comply with, the revision will allow Council to use discretion in allocating funds each year.
Options:	Approve/Disapprove
Staff Recommendations:	Approve

Reviews:

Kathy Vermeland Completed 06/10/2024 4:53 PM

City Attorney Completed 06/11/2024 10:06 AM

Scott Whittier Completed 06/12/2024 7:45 AM

Stephanie Buccione Completed 06/12/2024 1:37 PM

Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 Captial Reserve Fund Amendment Resolution 6.10.2024 (PDF)

**MOTION TO APPROVE RESOLUTION AUTHORIZING DISCRETIONARY ALLOCATION TO
THE CAPITAL RESERVE FUND**

STATE OF SOUTH CAROLINA)
)
 CITY OF GEORGETOWN) **RESOLUTION AUTHORIZING
 DISCRETIONARY ALLOCATION TO
 THE CAPITAL RESERVE FUND**

WHEREAS, The Mayor and City Council of the City of Georgetown understand and appreciate their obligation to manage public funds for the public's benefit; and

WHEREAS, The City amends its Capital Improvement Plan from time to time, identifying the equipment, buildings, and other capital assets with acquisition costs greater than \$5,000 and a useful life of more than 5 years, that may be recommended for funding in the near and future term needs of the City;

WHEREAS, On May 15, 2014, the City Council created a Capital Reserve Fund for the purpose of acquiring equipment, making capital improvements, and funding certain elements identified in a Capital Improvement Plan, as adopted, purporting to bind future appropriation; and

WHEREAS, The City desires to keep Capital Reserve Fund, segregating the source of each contribution in order to credit the revenue earned from each and interest accrued, and making allocation to the Fund discretionary; and

WHEREAS, Mayor and Council wish to utilize the annual budget process to make discretionary allocations to the Capital Reserve Fund, if any;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Georgetown, that the City Council may appropriate or transfer any part of the General Fund balance exceeding 50% of the prior year's undesignated fund balance as well as any amount of retained earnings from each proprietary fund that exceeded 50% of that fund's prior year's operating income reported at fiscal year-end, to the Capital Reserve Fund, if authorized by the Council, in its discretion, such appropriation being made with the budget for each fiscal year.

BE IT FURTHER RESOLVED, that all ordinances, resolutions, or parts of either inconsistent with this Resolution are repealed to the extent of such inconsistency.

ATTEST:

 Stephanie Buccione, City Clerk

 Carol Jayroe, Mayor

Date: _____

Approved as to Form:

 Elise F. Crosby, City Attorney



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 4120

Council Meeting Date:	20 June 2024
Department:	Finance
Issue Under Consideration:	Motion to approve an invoice for \$80,000.00 for a Kiminski House FY23 deferred project.
Amount Requested:	\$80,000.00
Is Item in Current Budget?	Yes
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	We have received an invoice from KHM for two projects and need to create Pos in FY24, which will be encumbered to FY25. The \$27,000 PO has been created, however, the \$80,000 "FY23 Deferred Project" will need Council approval
Options:	Approve/Disapprove
Staff Recommendation:	Approve

Reviews:

Kathy Vermeland Completed 06/13/2024 8:25 AM
 Kathy Vermeland Completed 06/13/2024 8:25 AM
 Scott Whittier Completed 06/13/2024 1:30 PM
 Stephanie Buccione Completed 06/13/2024 4:43 PM
 Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 Kaminski House Request for Funds for ISP in FY2023-2024 (PDF)
2. 2 Friends' Request for FY '24-'25 City Funding Signed (PDF)
3. 3 Kiminski Invoice (PDF)

Updated: 6/13/2024 8:25 AM by Kathy Vermeland (Page 1)

MEMORANDUM

To: Dr Sandra Yudice, Georgetown City Administrator
From: Jerry M Miller Jr, Friends of the Kaminski House ("FOKH")
Date: May 4, 2023
Subject: Funding Request for Kaminski House ISP and Related Work

Dr Yudice,

Following up on our conversation of last Friday regarding the Kaminski House Interior Stabilization Project (ISP) and the City's \$155,000 special appropriation:

Background

For a number of years Friends of the Kaminski House ("**FOKH**") pursued planning, fund raising, and selecting an architect and a general contractor for a project that included [i] addressing conditions in the house's "envelope" that were causing interior moisture problems, [ii] mold and mildew removal, [iii] installing a "museum quality" air treatment system, [iv] addressing water damage and wood rot, [v] some painting, [vi] deferred maintenance, and [vii] repairs (the "Kaminski House Interior Climate Stabilization Project" or "**ISP**").

When it was determined in early 2022 (before the contract was signed with Coastal Structures, the general contractor) that there was not going to be sufficient funding available to adequately address all those matters, FOKH requested and the City made a \$155,000 special appropriation ("**FY2022 Appropriation**") for the Kaminski House roofing system repair/replacement (\$100,000); painting (\$25,000), and deferred maintenance/repairs (\$30,000). The appropriated funds were made available on a reimbursement basis to be paid to **FOKH** after the work is completed and paid for.

An ISP Contract was signed with Coastal Structures and SGA|NW Design (the architect), and work commenced in the fall of 2022.

To save the combined fees charged by Coastal Structures and SGA|NW Design (22% of the contract's Cost of Work), FOKH contracted directly with providers for some of the ISP work. Our expectation has been to use the FY2022 Appropriation funds to pay for the direct-contract work.

Because of many factors [see **Note 1** below] the project (including the ISP Contract work and the direct-contract work is taking much longer that we expected and the work will not be completed before June 30, 2023 (the end of the City's 2022/2023 fiscal year). [see **Note 2** below]

We have separate funding in place for the Coastal ISP Contract work so the June 30th deadline will not affect that work, BUT we will not have sufficient funding for the direct-contract work after that deadline without help from the City.

Request for Funding for FY 2023/2024

FOKH is hereby requesting that the City appropriate for FY2023/2024 an amount equal to the unspent portion of the City's \$155,000 Kaminski House FY2022 Appropriation as a single fund allocated, as needed, to repairing the roofing system, gutters, lead paint remediation & painting,

deferred maintenance, and repairs. We estimate that amount will be in the range of \$75,000 - \$80,000; as we get nearer to June 30th we can give a more exact figure.

We will be happy to answer any questions and provide any additional information you may request.

Thank you for your consideration.

Jerry M Miller Jr
President, Friends of the Kaminski House

cc. Carol Jayroe
Jim Clements
Robin Gabriel
Nick Robinson

Notes.

1. The Kaminski House ISP project and related work has taken much longer than anticipated to complete due to many factors, including:
 - a. COVID;
 - b. problems finding, contacting and getting bids from qualified companies with applicable skills/experience to perform certain specialized segments of the work, including repairing historic copper roofing system and repairing/repointing historic masonry chimneys and walls;
 - c. getting on the schedules of such companies, which are usually busy and fully booked well into the future;
 - d. escalating costs, shortages & backorders for material & equipment [*we are still awaiting delivery of a \$30,000 piece of HVAC equipment ordered in Sept, 2022, and a large electric panel box*];
 - e. making changes to deal with cost and availability issues;
 - f. obtaining SHPO approval of several different submissions necessary because of the above changes; and
 - g. needing to keep the house museum open until early 2023 (the slow season) to minimize revenue loss.
2. As of last Friday April 28th, the Coastal Structures ISP contract work is 50% complete (based on cost), and is projected to be 80% complete by June 30th according to Brad Jenkins (Coastal Structures Project Manager).

We planned to pay for the direct-contract work with the FY2022 Appropriation. Some of that work has been completed, paid and reimbursed by the City (\$11,347); other such work has been completed or is nearing completion, and will be paid and City reimbursement requested in the next several weeks. We are hoping additional work will be done before the June 30th deadline, **BUT** we estimate that up to 75,000 - \$80,000 of needed direct-contract work cannot be completed by the June 30th deadline.

3. This funding request is in addition to, and does not include or change, the pending funds request for decking repair on the waterfront landing.

May 28, 2024

Mr. Scott Whittier
 City Administrator
 City of Georgetown, SC
 P.O. Drawer 99
 Georgetown, SC 29442

Re: Friends of the Kaminski House
 Request for FY24/25 Special Appropriation

Dear Mr. Whittier,

Following up on our conversation last Friday regarding the City's Kaminski House appropriations for FY 23/24 for the "Deferred Project from FY23" and (*waterfront*) "Deck Repair", and our Funding Request for FY 24/25 relating to the same two Projects:

Background

Interior Climate Stabilization Project

For a number of years prior to 2022, Friends of the Kaminski House ("*Friends*") pursued planning, fund raising (including a grant of \$240,000) from the State of South Carolina ("*SHPO*") and contracting with an architectural firm (SGA|NW) and a general contractor (Coastal Structures) for what we named the "*Interior Climate Stabilization Project*" or "*ISP*". The ISP included addressing [a] mold, mildew, water damage and wood rot, [b] issues with the house's "envelope" causing interior moisture problems, [c] installing a "museum quality" air treatment system, and [d] painting, deferred maintenance and repairs.

When it was determined in early 2022 that the funds Friends had raised were not going to be sufficient to adequately address all those matters, Friends requested and the City made a \$155,000 special appropriation ("*FY2022 ISP Appropriation*") for the Kaminski House roofing system repair/replacement, painting, and deferred maintenance/repairs. The appropriated funds were made available on a reimbursement basis to be paid to Friends after the work was completed and paid for.

To save the combined fees charged by SGA|NW and Coastal Structures under the terms of the Coastal ISP Contract (22% of the Cost of Work), Friends decided to contract directly with providers for some of the ISP work with the expectation to use the FY2022 ISP Appropriation funds to pay for such "*Direct-Contract Work*".

When it became obvious that the ISP Work would not be completed by the June 30, 2023 end of the City's FY 22/23 fiscal year, Friends requested and the City made special appropriation of \$80,000 (the estimated unspent portion of the FY2022 ISP Appropriation) for FY 23/24 ("*FY23/24 ISP Appropriation*").

Currently, all ISP project work paid for with the SHPO \$240,000 grant and other Friends funds has been completed. As to the City's \$80,000 FY23/24 ISP Appropriation - only \$2,500 for work qualifying for reimbursement has been spent and claimed.

Waterfront Deck Repair

The City also appropriated \$27,000 for deck repair ("*Waterfront Deck Repair Appropriation*") by Friends in FY 23-24, which had 2 primary components: [1] the wooden dock or landing

("the Landing") – repairing/replacing the supporting structure and replacing the wooden decking, and [2] the brick walkway running along the base of the retaining wall ("the Walkway") - determining and fixing the cause of the uneven brick pavers and leveling the pavers.

The Landing

The work on the Landing component has been completed at a cost of \$ 14,889.51 and a reimbursement request for that amount has been recently submitted. That will leave an unspent balance of \$12,110.49 for the Walkway portion of the Waterfront Deck Repair Project.

The Walkway

When the Landing decking was removed it revealed a significant unanticipated issue impacting the Walkway. There was a gap [a] adjacent to the Landing between the ground and the bottom of the concrete slab that supports the adjacent brick retaining wall and Walkway, [b] which ran the entire length of the Landing sloping upward away from the water to the brick retaining wall, and [c] which varied in height along its length up to 3.5"-4". It appeared to have been caused by excess ground water eroding and undercutting the slab. At our request the Landing contractor filled the gap with concrete.

We consulted with Orlando Arteaga (City Engineer) and the local Clemson Extension agent separately about the root causes of the uneven brick pavers in the walkway, the [1] storm water runoff eroding surface sand and soil down the embankment and washing over the retaining wall onto the Walkway leaving obviously eroded areas on the embankment, and [2] the erosion that has been undercutting the *concrete* slab supporting the Walkway and causing issues with the bedding material under the Walkway brick pavers (collectively, "*the Walkway Problems*") .

After on-site meetings and discussions both recommended that we contact landscaping companies and engineers, get their opinions and get proposals to address and remedy the problems.

Based on our discussions with Orlando, the Clemson Extension agent and the landscaping company professionals, the determination was made that [i] the root cause for the Walkway Problems is inadequate storm water management and disposal (drainage); and [ii] the best approach will be to address the root causes by some combination of:

- adding drainage along the brick retaining wall,
- installing French drains, terracing and/or berms above the retaining wall to help direct water, and
- adding plantings to slow down water flow,

before pulling up the pavers, re-leveling/repairing the bedding and resetting the pavers. Friends requested written proposals from those landscaping companies and others.

Current Status

- Direct-Contract ISP Work – the work to be funded with the City's \$155,000 FY2022 Appropriation:
 - work was partially completed in FY 2022/23;

- the unpaid balance of \$80,000 of said appropriation was reappropriated (carried over) as a FY23/24 Appropriation for the same purposes (herein "*FY23/24 Direct Contract ISP Work Appropriation*")
 - > \$2,500 of the work that qualified for said appropriation: completed, paid for, and reimbursement request submitted to City
 - > \$77,500 balance of said appropriation: unspent because the qualifying work was not completed.
- Waterfront Deck Repair – the work to be funded with City’s FY23/24 \$27,000 Waterfront Deck Repair Appropriation:
 - Landing - work completed, paid for and reimbursement request for \$14,888.51 has been submitted.
 - Walkway – the \$12,110.49 remaining balance of the appropriation is inadequate to complete the Walkway project work.

Funding Request for FY 24/25

FRIENDS is hereby respectfully requesting that the City appropriate for FY 24/25:

a. ISP:

- a sum equal to the unspent balance (\$77,500) of the FY23/24 Direct Contract ISP Work appropriation to pay the estimated costs* of completing the work for which the said appropriation was made.

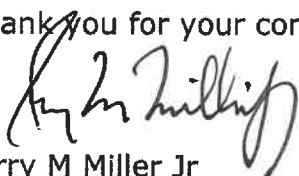
AND

b. Riverfront Walkway:

- the sum of \$24,750 which we estimate will give the Friends sufficient FY 24/25 Riverfront Walkway appropriated funds to pay the estimated costs* to complete the remaining work on the Waterfront Walkway. The \$24,750 number is the total of the \$12,110.49 unspent balance of the FY 23/24 (waterfront) "Repair Deck" appropriation, AND \$12,639.51 of additional (new) funding.

* Estimated costs are based on competitive bids/proposals in hand for qualifying work to be funded with the full amounts requested above for FY24/25. Contingent on receiving notice of City approval of our requested FY 24-25 appropriations, it is anticipated that the work covered by [i] the Direct Contract ISP Work appropriation will start soon after we host our last wedding in late June, and [ii] the Riverfront Walkway appropriation will start immediately after our July 4th Celebration.

Thank you for your consideration. If you need any further information please advise.



Jerry M Miller Jr
President, Friends of the Kaminski House
jmmjr@bellsouth.net | 704-281-2893

cc. Carol Jayroe
Jim Clements
Jonathan Angner



May 22, 2024

Ms. Kathy Vermeland
 Director of Finance
 The City of Georgetown
 P.O. Drawer 939
 Georgetown, SC 29442

RECEIVED

MAY 24 2024

FINANCE DEPT - AS
 CITY OF GEORGETOWN SC

Dear Ms. Vermeland:

I am making a request for reimbursement in the amount of \$17,389.51 for the first part of the riverfront deck project and roof repair. The breakdown is as follows:

Repair Deck Allocation

(Winyah Building Supply)	\$ 4,427.21
(Arthur Johnson)	\$ 9,850.00
(Dawson Lumber)	\$ 49.83
(Dawson Lumber)	\$ 130.42
(Winyah Building Supply)	\$ 340.05
(Arthur Johnson)	\$ 92.00

14,889.51
 \$ 27,000

Deferred Project from FY '23

(Palms Renovation)	\$ 2,500.00
--------------------	-------------

\$ 80,000

TOTAL: \$17,389.51

I've attached scans of the seven checks that cover this work.

If you need additional information, please contact me at 843-546-0023 or by email at streater@kaminskihouse.org. On behalf of the Friends, we greatly appreciate your attention to this matter.

Sincerely,

Streater Mitchum
 Executive Director

Kaminski House Museum, 1003 Front Street, Georgetown, SC 29440
 (843) 546-7706

Attachment: Kiminski Invoice (4120 : Payment for Kiminski House project)



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 4113

Council Meeting Date:	20 June 2024
Department:	Engineering
Issue Under Consideration:	Motion to approve a contract in the amount of \$864,000 for the Sanitary Sewer Manhole Replacement and Sewer Line Point Repairs Project #1818 and award contract to Green Wave Contracting, Inc.
Amount Requested:	\$864,000
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	1. An internal budget amendment/transfer from SCIP to this project is needed. 2. \$500K was initially allocated for this project.
Points to Consider:	1. Only two bids were submitted. 2. Green Wave is classified a "Local Vendor." 3. Green Wave agreed to match the lowest bid price from RH Moore. 4. An additional point repair will be needed on Front Street and S. Fraser Street intersection. \$\$\$ TBD.
Options:	Approve or Dis-Approve
Staff Recommendation:	Approve

Reviews:

Orlando Arteaga Completed 06/10/2024 4:34 PM
 Finance Completed 06/12/2024 7:21 AM
 City Attorney Completed 06/12/2024 1:00 PM
 Scott Whittier Completed 06/12/2024 2:47 PM
 Stephanie Buccione Completed 06/13/2024 10:39 AM
 Georgetown City Council Pending 06/20/2024 5:30 PM

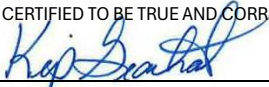
Attachments:

1. 1 CERTIFIED BID TAB (PDF)
2. 2 Bid Recommendation 06 JUN 2024 (PDF)
3. 3 GREEN WAVE - Combined_Bid_Packet (PDF)
4. 4 Green Wave Email Agree to Match Low Bid (PDF)
5. 5 R H MOORE CONSTRUCTION - Manhole_Replacement_and_Sewer_Line_Point_Repairs_Bid (PDF)

Updated: 6/10/2024 4:34 PM by Orlando Arteaga (Page 1)

Sanitary Sewer Manhole Replacement and Sewer Line Point Repairs for the City of Georgetown Project #1818 Bid Date: May 30, 2024									
ITEM	DESCRIPTION	QTY.	UNIT		RH MOORE			GREEN WAVE	
					UNIT PRICE	COST		UNIT PRICE	COST
	Work Area #1								
1	Maintenance and Protection of Traffic	1	LS		\$ 60,000.00	\$ 60,000.00		\$ 175,000.00	\$ 175,000.00
2	Removal and Disposal of Existing Sanitary Sewer Brick Manhole	1	LS		\$ 15,000.00	\$ 15,000.00		\$ 26,000.00	\$ 26,000.00
3	Install new 4' diameter Precast Concrete Manhole	1	LS		\$ 40,000.00	\$ 40,000.00		\$ 60,000.00	\$ 60,000.00
4	Sanitary Sewer Flow Bypass Pumping	1	LS		\$ 115,000.00	\$ 115,000.00		\$ 150,000.00	\$ 150,000.00
5	12-in DIP Cement Lined Sewer Pipe Point Repair	30	LF		\$ 1,400.00	\$ 42,000.00		\$ 2,200.00	\$ 66,000.00
6	10-in HMA Full Depth Patch	100	SF		\$ 1,600.00	\$ 160,000.00		\$ 750.00	\$ 75,000.00
	Work Area #2								
1	Maintenance and Protection of Traffic	1	LS		\$ 85,000.00	\$ 85,000.00		\$ 125,000.00	\$ 125,000.00
2	Sanitary Sewer Flow Bypass Pumping	1	LS		\$ 65,000.00	\$ 65,000.00		\$ 40,000.00	\$ 40,000.00
3	12-in DIP Cement Lined Sewer Pipe Point Repair	30	LF		\$ 1,400.00	\$ 42,000.00		\$ 2,200.00	\$ 66,000.00
4	10-in HMA Full Depth Patch	150	SF		\$ 1,600.00	\$ 240,000.00		\$ 750.00	\$ 112,500.00
TOTAL BID						\$ 864,000.00			\$ 895,500.00

CERTIFIED TO BE TRUE AND CORRECT:


Kip Gearhart, PE 03 JUNE 2024

Attachment: CERTIFIED BID TAB (4113 : Sewer Manhole Replacement and Point Repairs on S.Fraser

June 6, 2024

Mr. Orlando Arteaga, PE
City Engineer
City of Georgetown Engineering Department
2377 Maybank Drive
Georgetown, SC 29440

Re: Bid Recommendation for
S. Fraser Street Sanitary Sewer Manhole Replacement and Sewer Line Point Repair
(Project No. 1818)

Dear Mr. Arteaga:

Bids for the S. Fraser Street Sanitary Sewer Manhole Replacement and Sewer Line Point Repair (Project No. 1818) were opened on Thursday, May 30, 2024, at 2:00 p.m. At the time of the bid opening, two (2) bid packages, from R.H. Moore of Murrells Inlet, SC and Green Wave Contracting, Inc. (GWCI) of Georgetown, SC, had been received. The base bids were read aloud. The value of the lowest bid submitted by R.H. Moore was \$864,000.

Weston & Sampson reviewed the Unit Price Proposals that were received by City of Georgetown on June 3, 2024, and a bid analysis was conducted to check for completeness and errors. No errors were found in either of the bids received. Based on the bids received and the bid analysis, R.H. Moore is the apparent low bidder.

Under Ordinance Number 2022-29, Chapter 2, Article IV, Section 2-185, the City of Georgetown has the right to use the Local Vendor Preference if the lowest local bidder is within five percent (5%) of the lowest bid. Although the bid from GWCI was higher than R.H. Moore, their bid was within the five percent (5%) allowed by the ordinance. GWCI was contacted by the City of Georgetown to see if they would match the bid pricing of \$864,000. In an email to Nereo Parreno (City of Georgetown) dated June 6, 2024, GWCI accepted to match the low bid price of \$864,000 for the project. With GWCI accepting the lower cost under the Local Vendor Preference, Weston & Sampson recommends that the City of Georgetown award the contract to GWCI for the price of \$864,000.

Please feel free to contact me with any questions.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Philip E. Wall, P.E.
Project Manager

BID FORM

SANITARY SEWER
MANHOLE REPLACEMENT AND SEWER LINE POINT REPAIRS
FOR THE CITY OF GEORGETOWN, SC
PROJECT #1818

Date: 5/30/24

PROPOSAL OF Green Wave Contracting Inc.

(hereinafter called "Bidder"), a Corporation (State)

corporation/partnership/individual (Strike out inapplicable terms) doing business as

Green Wave Contracting Inc.

TO: City of Georgetown, SC

The Bidder, in compliance with your request for bids for the SANITARY SEWER MANHOLE REPLACEMENT AND SEWER LINE POINT REPAIRS, PROJECT #1818 having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, for the Lump Sum of:

Eight Hundred Ninety Five Thousand, Five Hundred and 100 Dollars \$ (895,500)

The lump sum price indicated above shall include all labor, materials, equipment, overhead, profit, insurance, taxes, business license and construction permit fees, etc., to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **Sixty Days (60)** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **\$0** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Contractual Requirements.

The plans, specifications and addenda are complementary to each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the contractor, the problem shall be referred to the Owner as soon as possible for resolution by the Owner. Should a conflict occur which is not resolved before bid time

and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the contractor's responsibility to price and bid on the more expensive method.

Bidder acknowledges receipt of the following addendum:

No.: 1 Dated: 5/24/24

No.: Dated:

No.: Dated:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of Sixty (60) Calendar days after the scheduled closing time for receiving bids.

The undersigned declares that his firm is (delete those not applicable): A corporation organized and existing under the laws of the State of South Carolina

A partnership consisting of:

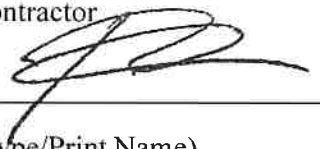
The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

Contractor

(SEAL – if bid is by a Corporation)

By: 

(Type/Print Name)

Blake Herwell - President (Title)

Street: 3989 Highmarket St.

City, State, Zip Code: Georgetown, SC 29440

Telephone: 843-485-4203

Email: mail@greenwavecontracting.com

S.C. General Contractor License No. 114830

FID No.: 20-254-2015

SCHEDULE OF BID ITEMS

Item	Description	Qty.	Unit	Unit Price	Cost
Work Area #1					
1	Maintenance and Protection of Traffic	1	LS	173,000	173,000
2	Removal and Disposal of Existing Sanitary Brick Manhole	1	LS	26,000	26,000
3	Install new 4' diameter Precast Concrete Manhole	1	LS	69,000	69,000
4	Sanitary Sewer Flow Bypass Pumping	1	LS	150,000	150,000
5	12-in DIP Cement Lined Sewer Pipe Point Repair	30	LF	2,200	66,000
6	10-in. HMA Full Depth Patch	100	SF	750	75,000
Work Area #2					
1	Maintenance and Protection of Traffic	1	LS	125,000	125,000
2	Sanitary Sewer Flow Bypass Pumping	1	LS	40,000	40,000
3	12-in DIP Cement Lined Sewer Pipe Point Repair	30	LF	2,200	66,000
4	10-in. HMA Full Depth Patch	150	SF	750	112,500
TOTAL BID					\$ 895,500

The above task prices shall include all labor, material, equipment, overhead, supervision, mobilization, profit, bonds and insurance, taxes, business license and construction permit fees, etc. to cover the Scope of Work: traffic control, sewer flow bypass, excavation, backfill, trench shoring, trench dewatering, flowable fill, road base, and asphalt paving.



REQUEST FOR BID (REB)

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Nereo Parreno, Purchasing Agent
Email: purchasing@georgetownsc.gov
Phone: 843.545.4046

PROJECT NAME: Sanitary Sewer Manhole Replacement & Sewer Line Point Repairs
(Re-Bid under Bid Package no. 1)

PROJECT NUMBER: 1818

FUNDED BY: American Rescue Plan Act 2021 (ARPA) Grant

RELEASE DATE: Wednesday, May 8, 2024

DUE DATE: **Thursday,, May 30th, 2024, on or before 2:00 pm EST**

Bids must be submitted electronically through the City's website, www.georgetownsc.gov. The City will not accept Bids by hard copy, fax, or email.

For instructions on how to submit your bid electronically, please refer to the City's website, under "Business", or [click here](#) for a direct link.

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Important hyperlinks and email addresses:

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: purchasing@georgetownsc.gov.

Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.georgetownsc.gov.

Purpose/Project Description

The City of Georgetown is seeking bids from licensed water and sewer utility contractors.

Site Visit

Bidders must visit the site prior to submitting their bid to become familiar with the surrounding conditions. Failure to visit the site shall in no way relieve any bidder from any obligation in respect to their bid.

Scope of Services

The Contractor must perform the work in accordance with the City's bid documents, plans and technical specifications provided as part of this RFB.

The scope of the work is identified in the construction plans and specifications prepared by Weston & Sampson Engineers Inc., and in general includes the following:

1. Set up and maintain traffic control.
2. Install sanitary sewer flow bypass pumping and piping.
3. Replace sanitary manhole at the intersection on S. Fraser and Front Streets.
4. Perform sewer line point repairs.
5. Asphalt pavement patching, as required.

The Contractor must provide pedestrian protection and traffic control in accordance with MUTCD and SCDOT Standards, latest editions

Work in Area #1 may be performed during daytime and/or nighttime under the coordination and approval of City and SCDOT representatives, with 24 hours a day continuous traffic control during the execution of the work.

Work in Area #2 needs to be performed from 7 pm until 6 am with traffic controls set up during the work shift only.

All work must be completed before Labor Day weekend.

There is a requirement of 10% retainage for all progress invoices.

Contractor shall warranty the work for a minimum of (2) two years from the date of final acceptance.

Process

The City will conduct the selection of qualified contractor personnel in the following manner:

1. The RFB Form documents will be available on our website. Bids will be received and evaluated as described in this RFB.
2. The best qualified, lowest responsible, and responsive Bid will be presented to the Georgetown City Council or City Administrator for approval, as required.
3. After Council approval, the City will issue a Notice of Award.
4. The Submittal Listing of Bids received will be published on the City's website within forty-eight (48) hours of opening. Click here for a direct link.

Award

Submission of a Bid indicates acceptance by the Contractor of the conditions contained in this RFB.

Contract shall be awarded to the best qualified, and lowest responsive and responsible Contractor.

The City shall have the sole discretion in determining the best qualified, lowest responsive and responsible Bidder. In addition to fee, the City, shall consider:

- A. The ability, capacity, and skill of the Contractor to perform the contract to provide the service required;
- B. Whether the Contractor can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor;
- D. The quality of performance of previous contracts or services similar to services being sought in this RFB;
- E. The previous and existing compliance by the Contractor with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the Contractor to perform the contract or provide the service;

- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- H. The ability of the Contractor to provide services for the nature of the requirements of an awarded contract as required in the RFB; and
- I. Whether the Contractor has met the criteria of the RFB specifications, terms and conditions of the RFB.

Protest Procedure

In accordance with the City's Procurement Ordinance, any protest or objection to this RFB award process must be submitted in writing to the City of Georgetown, Attn: Nereo Parreno, Purchasing Agent, PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the notification of award posted to the City's website.

Questions

No answers will be given over the phone.

Questions regarding this Request for Bid should be submitted in writing and emailed to purchasing@georgetownsc.gov, no later than 2:00 PM EST (local time), Wednesday, May 22, 2024.

Answers to questions or Addenda will be posted on the City's website as an Addendum no later than 2:00 PM EST (local time), Friday, May 24, 2024.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the Contractor's sole responsibility to contact the Purchasing Agent at 843.545.4046.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **Manhole Replacement & Sewer Line Point Repairs, Project #1818**

Schedule of Events

Sanitary Sewer and Manhole Rehabilitation			
No.	MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1	Request for Bids (RFB)-Construction	Wednesday, May 8, 2024	
3	Deadline for written questions - emailed to: purchasing@georgetownsc.gov	Wednesday, May 22, 2024	2:00 PM
4	Deadline for addenda to be posted to the City's website, www.georgetownsc.gov	Friday, May 24, 2024	2:00 PM
5	Bids due date	Thursday, May 30, 2024	2:00 PM
6	Bid Approval by City Council (Tentative)	June 20, 2024	
7	Issue Notice of Award (Tentative)	June 21, 2024	
8	Start Construction-Notice to Proceed (Tentative)	July 15, 2024	
9	Finish Construction (60 days after NTP)	September 15, 2024	

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding bid submittals directly from the City's website.

Procurement procedures are subject to the City's procurement policies as outlined in Section 2-185 of the City's Municipal Code (Chapter (Administration), Article IV (Procurement)). The City's Procurement Ordinance can be found in its entirety on the City's website.

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post notice of such on the City's website and notify known participants. The City reserves the right to issue addenda to this RFB up to two (2) days before the RFB due date as needed to clarify the City's desires or to make corrections or changes to the RFB document or submittal process.

The City reserves the right to request additional information from any and all prospective contractors or individuals deemed necessary by the City to evaluate the Bids. However, this

process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original bid.

The City reserves the right to cancel or reissue the RFB and/or revise the schedule at any time.

The City also reserves the right to accept or reject any or all Bids deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

Once a final determination is made, the City is not required to furnish a statement of the reason(s) a bid was not selected.

All information will be updated and posted on the City's website.

It is the Contractor's sole responsibility to obtain the information directly from the City's website regarding this project.

The Contractor will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: Addendum 1 Dated: 5/24/24

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

The bid price shall be valid for a period of 60 calendar days from the date of bid opening.

Bids must be submitted on the required Bids Form (Exhibit A) and executed by a legal duly authorized officer of the Contractor submitting the RFB.

By initialing the bottom of each page of this RFB document, the Contractor represents that (1) their representatives have read and understood the solicitation and (2) their bid is made in compliance with this solicitation. The contractor's representatives are expected to examine this RFB thoroughly and request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-185 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the City's website.

It is the sole responsibility of the Contractor to have their Bids delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting Bids electronically**. It is the sole responsibility of the Contractor to confirm that their bid was submitted on time, and that their PDF file/files are not corrupt.

Submittals may be rejected if deemed non-responsive. To be considered, interested parties **must** submit the following no later than the aforementioned deadline:

The City **WILL NOT** accept bids by:

Hard copy
Fax
Email

1. Submit bid electronically through the City's website, www.georgetownsc.gov.
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. The PDF file upload limit is 5. Each PDF file should be clearly labeled as such:

1. Bid Form (Use Exhibit A)
 2. Complete initialed copy of this RFB document
 3. Bid Bond, if applicable.
 4. Complete Mandatory Local Vendor Submittal Form (See Page 15)
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the bid, failing to acknowledge addenda, or not submitting the Local Vendor Preference Option Form, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all contractors correct the minor informality or irregularity within the same specified time.
3. Electronic bid must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. No bid will be accepted after such time. Late Bids will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all Bids and to waive any informalities and technicalities in the bid process. No additional fees, costs, or any other reimbursable expenses will be allowed.
4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the contractors submitting a bid.
5. Any contractor may withdraw their bid only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete Bids may be rejected.
6. All costs incurred in preparing the bid, or costs incurred in any other manner by the Contractor in responding to this RFB, will be wholly the Contractor's responsibility. All materials and documents submitted by the Contractor in response to this RFB become the property of the City and will not be returned.
7. Any proprietary information contained in the bid should be indicated as follows:

Vendor Disclosure

BH

Initials

Notice of SC Freedom of Information Act

"The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA."

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as "PROPRIETARY INFORMATION" so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

8. Bids must be made in the official name of the company or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid. Bids having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Bid – The City reserves the right to reject any bid from a contractor who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFB documents, contract of similar nature, or to reject the bid from a contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the Contractor that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected Contractor of any contract to be entered into in accordance with this RFB will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions - The selected Contractor will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at the point of contract negotiation by the City's Risk Manager as follows:
 - Comprehensive General Liability (per occurrence);
 - Comprehensive Auto Liability (per occurrence); and
 - Workers' Compensation Liability
 - Automobile Liability

The City of Georgetown is to be named as "Additional Insured" on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the agreement. Further, it shall be an affirmative obligation upon the Contractor to advise the City's Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – skidmorea@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442

Failure to do so shall be construed to be a breach of the agreement:

12. Indemnification - The selected Contractor agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all

- claims, actions, losses, damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected Contractor and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
 14. City Business License and Permits - The selected Contractor shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for construction permit information. These expenses shall be included in the total bid cost.
 15. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).
 16. Bid Security or Bid Bond – In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding \$100,000. Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina or the equivalent in cash, certified check, cashiers' check, or money order. The City, at its option, may require bid bonds on construction contracts under \$100,000 when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid Security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.
 17. Payment and Performance (P & P) Bonds - When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder's responsibility.
 - a. A Performance Bond shall be in an amount equal to one hundred percent (100%) of the contract amount; and
 - b. A Payment Bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

General Contractual Requirements

1. Force Majeure - The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this agreement shall be governed by, constructed

and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.

3. Contractor Qualifications - Contractor must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFB. The City reserves the right to make the final determination as to the Contractor's ability to provide the services herein.
4. Contractor Responsibility – Each Contractor shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFB. It is expected that this will sometimes require on-site observation. The failure or omission of the Contractor to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFB or to a contract.
5. Affirmative Action - The Contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for Proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the Contractor:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
 - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - 7.3 Cause - Termination by the City for the cause, default, or negligence on part of the Contractor, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived, and the default provision herein shall apply.
 - 7.4 Default – In case of default by the Contractor, the City reserves the right to purchase any and all items/services in default in open market, charging Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Contractor Responsibilities - The Contractor will be required to assume sole responsibility for the complete effort as required by this RFB. The City will consider the Contractor to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFB is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful Contractor will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Contractor.
10. Ownership of Material – All materials and documents submitted by the Contractor in response to this RFB become the property of the City and will not be returned to the Contractor.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the Contractor.
12. Contract Amendments - Amendments to any agreement between the City and the Contractor must be reviewed and approved in writing by the City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the Contractor, as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the Contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Contractor - Contractor represents, warrants, and covenants that:
 - (a) In providing the services contractor shall utilize the care and skill used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the Contractor to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request the removal of any employee for a good cause.
 - (c) Contractor is a business validly existing and in good standing under the laws of the State of South Carolina.

18. Indemnity Provisions - Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or Contractor's performance thereunder.
19. Time for Completion and Liquidated Damages. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.
- 19.1 Regular Prosecution of Work. The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the work described herein is a reasonable time for completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 19.2 Liquidated Damages. If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 19.3 Extensions of Time for Completion. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contractor an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- (a) To any preference, priority or allocation order duly issued by the Government.
 - (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, hurricanes, tornadoes; and
 - (c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further that the Contractor shall, within seven (7) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the causes of delay, who shall ascertain the facts and extent of delay and notify the Contractor within a reasonable time of its decision in the matter, and grant such extension of time as the Owner shall deem suitable and just.

Normal weather conditions for the project area are taken into consideration in the time for completion of the contract; therefore, no extension of time will be extended for normal weather conditions, with the exception of hurricanes and tornadoes.

Exhibits Available

- A) Exhibit A- Bid Form
- B) Exhibit B-Technical Specifications
- C) Exhibit C- Bid Plans
- D) Exhibit D- Contract
- E) Exhibit E- MH 1828 Report
- F) Exhibit F- Approved SCDOT Encroachment Permit

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Green Wave Contracting, Inc
3989 Highmarket Street, Georgetown, SC 29440

as Principal, hereinafter called the Principal, and Frankenmuth Insurance Company
1 Mutual Avenue, Frankenmuth, MI 48787

a corporation duly organized under the laws of the State of MI

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Georgetown
1134 N. Fraser Street, Georgetown, SC 29440

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sanitary Sewer and Manhole Rehab

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with
 the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
 Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
 payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
 such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the
 penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith
 contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
 to remain in full force and effect.

Signed and sealed this 30th day of May, 2024


 (Witness)

Green Wave Contracting, Inc

(Principal)

(Seal)

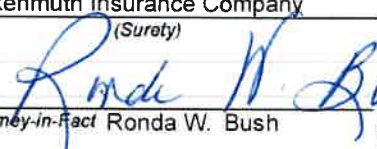
By: 

President

(Title)

Frankenmuth Insurance Company

(Surety)

By: 

Attorney-in-Fact Ronda W. Bush

Joseph Kelly

(Witness)



AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
 INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Kenneth J. Peebles, Christopher A. Lydick, Adam Pfanmiller, Phoebe C. Honeycutt, Julia C. McElligott, Bobbi D. Pendleton, Heather Segrist, Brooke Gagne, Megan S. Bartman, Ronda Bush

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

ss:

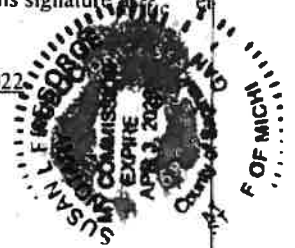
Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 30th day of May, 2024.



Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**



MANDATORY LOCAL VENDOR SUBMITTAL FORM

The City's Procurement Ordinance to include the Local Vendor Preference Option, can be found in its entirety on the City's [website](#).

SECTION 2-185 COMPETITIVE SEALED PROPOSAL DOING LOCAL VENDOR PREFERENCE

☒ I certify that [Company Name] Green Wave Contracting Inc.
is a **Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is Georgetown, SC [City and State].

☐ I certify that [Company Name] _____
is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is _____ [City and State].

(X)

Signature of Company Officer

(X)

Date

CCB 1078291

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.114830

LICENSE#: CLG.114830

GREEN WAVE CONTRACTING INC3989 HIGHMARKET STREET
GEORGETOWN SC 29440

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

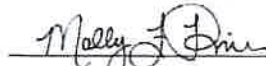
for each Classification and Group Limitation listed below:

Grading-GD5, Water & Sewer Lines-WL5*(If this license has a "Limited Building" classification, licensee is limited to 3 stories in height)*

LICENSE NUMBER:CLG.114830

Initial License Date:.....01/16/2009

EXPIRATION DATE:10/31/2024


 Administrator
Group Limitation Amounts Per Job:

Group #1 - \$50,000	Group #2 - \$200,000
Group #3 - \$500,000	Group #4 - \$1,500,000
Group #5 - \$Unlimited	

Qualifying Party(s): BLAKE ANDERSON HARWELL

(It is at the discretion of this licensee to designate whomever they choose to pull permits and conduct business in their behalf.)

Arteaga, Orlando

From: James Chapman <jchapman@greenwavecontracting.com>
Sent: Thursday, June 6, 2024 7:18 AM
To: Parreno, Nereo; mail greenwavecontracting.com
Cc: Whittier, Scott; Vermeland, Kathy; Jagger, Eliza; Howard, Daniella; Arteaga, Orlando; Wall, Philip
Subject: RE: Sanitary Sewer Manhole Replacement & Sewer Line Point Repair - Bid Amount Option

Good Morning Nereo,

Green Wave would like to match the low bid of \$864,000 for this project.
 We look forward to this one and please let me know if we need to sign any extra paperwork for this number.

Thank you,

James Chapman
Estimator
M-704-650-4381



From: Parreno, Nereo <nparreno@georgetownsc.gov>
Sent: Wednesday, June 5, 2024 2:41 PM
To: James Chapman <jchapman@greenwavecontracting.com>; mail greenwavecontracting.com <mail@greenwavecontracting.com>
Cc: Whittier, Scott <swhittier@georgetownsc.gov>; Vermeland, Kathy <kvermeland@georgetownsc.gov>; Jagger, Eliza <EJagger@georgetownsc.gov>; Howard, Daniella <dhoward@georgetownsc.gov>; Arteaga, Orlando <oarteaga@georgetownsc.gov>; Wall, Philip <Wall.Philip@wseinc.com>
Subject: RE: Sanitary Sewer Manhole Replacement & Sewer Line Point Repair - Bid Amount Option
Importance: High

Good Afternoon James,

Per the city Procurement policy, you have 24 hours to accept the option of matching the lowest bid of \$864,000.00.

Please respond accordingly. Thank you.

Nereo Parreno | Purchasing Agent
 City of Georgetown Finance Department
 1134 North Fraser Street (29440) : PO Drawer 939, Georgetown, SC 29442
 Contact | **P:** 843-545-4046 | **F:** 843-546-5435 | **E:** nparreno@georgetownsc.gov
www.georgetownsc.gov

Attachment: Green Wave Email Agree to Match Low Bid (4113 : Sewer Manhole Replacement and Point Repairs on S.Fraser Street-Bid

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

From: Parreno, Nereo

Sent: Wednesday, June 5, 2024 10:27 AM

To: ichapman@greenwavecontracting.com; mail@greenwavecontracting.com

Cc: Whittier, Scott <swhittier@georgetownsc.gov>; Vermeland, Kathy <kvermeland@georgetownsc.gov>; Jagger, Eliza <EJagger@georgetownsc.gov>; Howard, Daniella <dhoward@georgetownsc.gov>; Arteaga, Orlando <oarteaga@georgetownsc.gov>; Wall, Philip <Wall.Philip@wseinc.com>

Subject: Sanitary Sewer Manhole Replacement & Sewer Line Point Repair - Bid Amount Option

Importance: High

Good Morning James,

It was a pleasure speaking with you earlier today. Per the city's "Local Vendor Preference", please talk to your team and consider the option of matching the lowest bid amount of \$864,000.00.

We kindly request your confirmation regarding the possibility of matching the lowest bid. Thank you for considering our request, and we eagerly await your response.

Sincerely,

Nereo Parreno | Purchasing Agent

City of Georgetown Finance Department

1134 North Fraser Street (29440) : PO Drawer 939, Georgetown, SC 29442

Contact | **P:** 843-545-4046 | **F:** 843-546-5435 | **E:** nparreno@georgetownsc.gov

www.georgetownsc.gov

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

Attachment: Green Wave Email Agree to Match Low Bid (4113 : Sewer Manhole Replacement and Point Repairs on S.Fraser Street-Bid

BID FORM

SANITARY SEWER
MANHOLE REPLACEMENT AND SEWER LINE POINT REPAIRS
FOR THE CITY OF GEORGETOWN, SC
PROJECT #1818

Date: 5/30/24

PROPOSAL OF RH MOORE COMPANY, INC.

(hereinafter called "Bidder"), a SOUTH CAROLINA (State)

corporation/~~partnership/individual~~ (Strike out inapplicable terms) doing business as a

GENERAL CONTRACTOR

TO: City of Georgetown, SC

The Bidder, in compliance with your request for bids for the SANITARY SEWER MANHOLE REPLACEMENT AND SEWER LINE POINT REPAIRS, PROJECT #1818 having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, for the Lump Sum of:

EIGHT HUNDRED SIXTY FOUR THOUSAND Dollars \$ (864,000⁰⁰)

The lump sum price indicated above shall include all labor, materials, equipment, overhead, profit, insurance, taxes, business license and construction permit fees, etc., to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **Sixty Days (60)** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **\$0** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Contractual Requirements.

The plans, specifications and addenda are complementary to each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the contractor, the problem shall be referred to the Owner as soon as possible for resolution by the Owner. Should a conflict occur which is not resolved before bid time

and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the contractor's responsibility to price and bid on the more expensive method.

Bidder acknowledges receipt of the following addendum:

No.: 1 Dated: 5-24-2024

No.: _____ Dated: _____

No.: _____ Dated: _____

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of Sixty (60) Calendar days after the scheduled closing time for receiving bids.

The undersigned declares that his firm is (delete those not applicable): A corporation organized and existing under the laws of the State of SOUTH CAROLINA

~~A partnership consisting of:~~

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

Contractor RH MOORE COMPANY, Inc.

(SEAL – if bid is by a Corporation)

By: Kevin L. Moore
KEVIN L. MOORE
(Type/Print Name)

PRESIDENT (Title)

Street: 10601 Hwy 707

City, State, Zip Code: MB, SC 29588

Telephone: 843-650-2155

Email: kevinmoore@rhmoorecompany.com

S.C. General Contractor License No. G-10582

FID No.: 57-0746016

SCHEDULE OF BID ITEMS

Item	Description	Qty.	Unit	Unit Price	Cost
Work Area #1					
1	Maintenance and Protection of Traffic	1	LS	\$60,000-	\$60,000-
2	Removal and Disposal of Existing Sanitary Brick Manhole	1	LS	\$15,000-	\$15,000-
3	Install new 4' diameter Precast Concrete Manhole	1	LS	\$40,000-	\$40,000-
4	Sanitary Sewer Flow Bypass Pumping	1	LS	\$115,000-	\$115,000-
5	12-in DIP Cement Lined Sewer Pipe Point Repair	30	LF	\$1,400-	\$42,000-
6	10-in. HMA Full Depth Patch	100	SF	\$1,600-	\$160,000-
Work Area #2					
1	Maintenance and Protection of Traffic	1	LS	\$85,000-	\$85,000-
2	Sanitary Sewer Flow Bypass Pumping	1	LS	\$65,000-	\$65,000-
3	12-in DIP Cement Lined Sewer Pipe Point Repair	30	LF	\$1,400-	\$42,000-
4	10-in. HMA Full Depth Patch	150	SF	\$1,600-	\$240,000-
TOTAL BID					\$864,000-

The above task prices shall include all labor, material, equipment, overhead, supervision, mobilization, profit, bonds and insurance, taxes, business license and construction permit fees, etc. to cover the Scope of Work: traffic control, sewer flow bypass, excavation, backfill, trench shoring, trench dewatering, flowable fill, road base, and asphalt paving.



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 4108

Council Meeting Date:	20 June 2024
Department:	Public Works
Issue Under Consideration:	Motion to approve annual contract for fiscal year 2025 for janitorial services and make payment to Randolph Krazy Kleaning Services LLC in the amount of \$99,720.00.
Amount Requested:	\$99,720.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	\$99,720.00
Points to Consider:	• Providing janitorial services to City departments and public restrooms. • Agreement is for one (1) year and is subject to an annual renewal for up to three (3) additional one-year terms upon mutual agreement of both parties.
Options:	Approve or Disapprove
Staff Recommendation:	Approve

Reviews:

Natrona Simmons Completed 06/07/2024 1:55 PM
 Finance Completed 06/10/2024 1:29 PM
 City Attorney Completed 06/10/2024 4:00 PM
 Scott Whittier Completed 06/12/2024 7:39 AM
 Stephanie Buccione Completed 06/12/2024 9:20 AM
 Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 Bid Form.updated changes.1 (PDF)
2. 2 2024.Updated Contract (PDF)

JANITORIAL SERVICES FOR VARIOUS CITY OF GEORGETOWN FACILITIES

EXHIBIT A - BID FORM

COST OF SERVICES FOR NORMAL CLEANING (Updated 11/14/23)

VENDOR NAME: Randolph Krazy Kleaning Services LLC					
			<u>COSTS</u>		
		AVERAGE CLEANINGS PER MONTH		RATE	PER MON
1.	341 East Bay Street (East Bay Park Public Restrooms) Frequency varies, see attached schedule	91	x	\$13	\$1,183
2.	700 Screven Street (Public Restrooms) Frequency varies, see attached schedule	91	x	\$13	\$1,183
3.	1003 Front Street (Kaminski House Museum Public Restrooms) Frequency varies, see attached schedule	91	x	\$13	\$1,183
4.	2125 Prince Street (Ben Cooper Park Public Restrooms) Frequency varies, see attached schedule	46	x	\$13	\$598
5.	Barauch Park Restrooms (Black River Rd) Frequency varies, see attached schedule	46	X	\$13	\$598
6.	417 Wood Street (Administration Dept.) 1 time per week	4	x	\$35	\$140
7.	2520 Highmarket Street (Electric Dept.) 1 time per week	4	x	\$55	\$220
8.	125 Kaminski Street (Public Works Dept.) 2 times per week	9	x	\$45	\$405
9.	126 Ridge Street (Wastewater Treatment Plant) 1 time per week	4	x	\$50	\$200
10.	2377 Maybank Drive (Water Utilities Dept.) 1 time per week	4	x	\$50	\$200
11.	2377 Maybank Drive (Field Services Building) 1 time per week	4	x	\$50	\$200
12.	2355 Maybank Drive (Water Treatment Plant) 1 time per week	4	x	\$50	\$200
13.	1134 N Fraser Street (City Hall) 3 times per week	13	x	\$50	\$650
14.	2222 Highmarket Street (Police Dept.) 2 times per week	9	x	\$75	\$675

Attachment: Bid Form.updated changes.1 (4108 : Annual janitorial services for City of Georgetown)

14.	2222 Highmarket Street (Municipal Court) 2 times per week	9	x	\$75		\$675
	MONTHLY TOTAL	384				\$8310.00
	Hourly rate for emergency/unplanned circumstance, or on call services:	\$35.00				

Page 2 of 2



JANITORIAL SERVICES AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND RANDOLPH KRAZY KLEANING

GENERAL REQUIREMENTS

Randolph Krazy Kleaning Service LLC, hereafter referred to as “Contractor” shall provide timely and professional janitorial services in accordance with the requirements or scope of work herein. Disinfection sanitization services and treatments to be included with normal cleaning schedule to treat all common area touch points with a hospital grade disinfectant approved for the use to prevent the spread of the Coronavirus. These services will be performed during each visit.

All disinfecting products used must be on the EPA list of products approved for use against the virus that causes COVID 19.

Restrooms:

- Empty trash containers and replace liners
- Sweep and mop floors with disinfectant detergent
- Clean and sanitize all fixtures and commode areas
- Clean walls and dust heating and air condition units as needed
- Polish mirrors and dust all flat surfaces
- Stock toilet paper, soap dispensers and air fresheners.
- Collect and remove all trash placed inside or outside trash bins. Replace trash bins with liners.

Common Areas:

- Collect and remove all trash from city office buildings and public restrooms, replace trash can liners.
- Sweep and clean floors, area rugs and chair mats, entrance glass doors
- Dust all blinds, window treatments, pictures or wall-mounted items
- Dust all window sills, ledges, lamps/lampshades and other flat exposed surfaces and

furniture. (i.e., desk and computer stations, bookcases, bookshelves, kitchen counter, tables and other) Dust all blinds and window treatments, dust pictures or wall-mounted items. Vacuum upholstered equipment. Wipe down all solid furniture surfaces, spot clean upholstery as needed, and remove all cobwebs. Clean kick boards, baseboards and chair molding in all areas including restrooms.

Clean inside of all window areas

Strip all bathroom, kitchen & lobby and entrance area floors with wax and/or seal.

Alternate services may be bid separately as needed (outside pressure washing, window cleaning and shampooing carpets)

Sweep and clean outside mats, porches and clean ashtray containers as needed.

Sweep and mop all uncarpeted floors using proper cleaner/detergent - (Note: some floors are sealed)

Clean tables and counters in kitchens. Sanitize sinks, door handles and all glass in doors

Vacuum all carpeted areas. Spot clean as needed. Clean plastic chair mats

Maintain cleanliness of kitchen equipment, (ex. refrigerators, microwave, toaster, coffee pots)

Supplies and Equipment:

All cleaning supplies and equipment are to be furnished by the janitorial firm

Paper products such as toilet paper, paper towels, trash can liners, and Kleenex are to be supplied by the City

On Call Services:

On Call services to be provided if needed during special events or unexpected situations which may occur requiring janitorial services. One week notice will be provided for special events.

WORK SCHEDULE

Contractor will be responsible for providing janitorial services for the duration of this contract. Cleaning is to be performed on all days and occurrences as scheduled for the Public Restrooms, and for all offices with the only exception Holidays.

Public Restrooms (4 locations)

Point of Contact:
Natrona Simmons
843.545.4700

Cleaning Schedule for Public Restrooms:

Three times Per Day, every day, 7 days a week:

1. East Bay Park Boat Landing – 341 East Bay Street
2. Screven Street – Corner of Screven & Front Street
3. Kaminski House Museum – 1003 Front Street

1x Per Day, every day, 7 days a week from October to March

2x Per Day, every day, 7 ways a week from April to October

4. Ben Cooper Park – 2125 Prince Street
5. Baruch Park – 535 Black River Road

City Hall (1 location) - 1134 N Fraser St, Georgetown, SC 29440

Point of Contact:
Nereo Parreno
843.545.4046

Cleaning Schedule: Monday, Wednesday, and Friday - before 8:00 am
Kitchens: 1; Restrooms: 2

Administration (1 location) – 417 Wood St, Georgetown, SC 29440

Point of Contact:

Debra Grant

843.545.4003

Cleaning Schedule: Wednesday (Minimum of 1 day/week - after 5:30 pm

Kitchens: 1; Restrooms: 1

Electric Department (1 location) – 2520 Highmarket St, Georgetown, SC 29440

Point of Contact:

Rhonda Sims

843.545.4600

Cleaning Schedule: Wednesday after 4 pm

Kitchens: 1; Restrooms: 5

Water Utilities Departments (4 locations)

Cleaning Schedule: One Time Each Week on Fridays after 4 pm – ALL LOCATIONS

Point of Contact:

Michelle Jordan

843.545.4500

Water Utilities Field Services (2 buildings) - 2377 Anthuan Maybank Drive

1 breakroom in equipment building, 1 restroom in office building, 1 restroom with a shower in equipment building

Water Utilities Administration Office - 2377 Anthuan Maybank Drive

1 kitchen, 2 restrooms

Water Treatment Plant - 2355 Anthuan Maybank Drive

1 kitchen, 2 restrooms downstairs, 1 restroom with a shower upstairs

Wastewater Treatment Plant - 126 Ridge Street

1 shower room and 2 restrooms in lab building, 1 restroom in maintenance building)

Public Works (1 location) - 125 N Kaminski St, Georgetown, SC 29440 (Administrative Office and Breakroom Areas)

Point of Contact:
Natrona Simmons
843.545.4700

Cleaning Schedule:

Twice Per Week – After 4 p.m. Breakroom, After 5 p.m. Admin Offices
Break Room Areas – (1) Restroom, Kitchen and Lounge Areas
Administration Offices – (2) Restrooms, 5 Workstations, Kitchen / Pantry Areas

Police Department (1 location) - 2222 Highmarket Street, Georgetown, SC 29440

Point of Contact:
Police Chief Nelson Brown
843.241.4188

Cleaning Schedule: Monday & Thursday before 8:00 am

Offices: 13
Gym: 1
Locker Rooms with bathrooms and showers: 2
Kitchen: 1
Patrol Area: 1
Training Room and 6 Restrooms

Municipal Court (1 location) - 2222 Highmarket Street, Georgetown, SC 29440

Point of Contact:
Cindy Owens
843.545.4021

Cleaning Schedule: Monday & Thursday at 3:00 pm

Offices - 4 desks, front counter, bathroom, break room area
Jury Rooms: 2 (each has a bathroom) Judge's office and bathroom
Courtroom (Judge's bench and clerk's desk, clerk's desk in back of courtroom, 2 conference tables)
Public Restrooms in the area between the lobby and courtroom: 2 - (3 stalls in each bathroom)

CLEANING SUPPLIES

- The City of Georgetown will furnish all paper products and trashcan liners. Paper products for the Public Restrooms will be stored at the Public Works Facility. Each Department will supply paper products at their facility.
- Contractor will furnish all cleaning supplies and equipment necessary to complete the work.
- Contractor will be responsible for proper cleaning of any and all surfaces according to manufacturer instructions.

POINT OF CONTACT

Contractor shall notify each department's point of contact in writing of janitorial or maintenance issues on a timely basis.

POINT OF CONTACT EMERGENCY

During business hours, Contractor must contact the Public Works Manager at nsimmons@georgetownsc.gov or (843) 241.6227 to report plumbing problems, fixtures or maintenance repairs and damages. Contractor must contact the Public Works Manager at (843) 241.6227 after business hours and during weekends.

ADDITIONAL REQUIREMENTS

Contractor must provide a current City business license and the City must receive the insurance certificate with the City named as an additional insured per our standard requirements as follows:

Insurance Provisions: The selected vendor will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000 as follows:

1. Comprehensive General Liability (per occurrence)
2. Comprehensive Auto Liability (per occurrence)
3. Workers' compensation Liability (as required by State of South Carolina statutes)
4. Bonding in an amount no less than \$10,000

HOLD HARMLESS

Contractor will indemnify, defend and hold harmless the City of Georgetown, its subsidiaries, affiliates, officers, directors, agents, servants, employees, and assigns from and against any all loss, liability, claims damage or expenses (including but not limited to attorney's fees) arising out of, or related to, the use or operation of janitorial services, whether or not caused, in whole or in part, by the negligence of the City of Georgetown, or its agents, servants or employees.

RESPONSIBILITY

Each party shall be responsible for its own acts as provided under the law of South Carolina and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement which are due to that party’s own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.

INVOICING AND PAYMENT

The city does not prepay for goods or services. The City’s policy is to remit full payment on all undisputed invoices within thirty (30) days from receipt of invoice. Payments will be made on a monthly basis during the term of this Agreement. All payments must be mailed via the US Postal Service.

TERMS OF CONTRACT

The terms of this contract will be effective September 1, 2024. This contract reflects the parties’ mutual agreement to extend annual renewal of the contract between these parties effective September 1, 2023. This is the first of up to three (3) annual renewals for additional one-year terms upon mutual agreement of both parties. Either party, without cause, may terminate this contract or any portion thereof, with 90 days in advance written notice.

Contractor	Date
 	Natrona Simmons,
	Public Works Manager
 	Date
Scott Whittier	Date
City Administrator	
City of Georgetown	

Attachment: 2024.Updated Contract (4108 : Annual janitorial services for City of Georgetown)



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 4122

Council Meeting Date:	20 June 2024
Department:	Administration
Issue Under Consideration:	Motion to approve the PEBA addendum so members of council shall be entitled to participate in the State Health Insurance Plan on the same terms and conditions as do regular employees of the municipality.
Amount Requested:	N/A
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	Fund for Councilmembers to receive health insurance is in the FY25 budget
Points to Consider:	PEBA is asking municipalities for a one-time irrevocable determination of whether elected officials of the municipality would be eligible to receive health insurance benefits through the state plan. The municipalities are asked to respond by July 1, 2024.
Options:	Approve or Dis-Approve
Staff Recommendation:	Approve

Reviews:

Scott Whittier Pending

Scott Whittier Pending

Stephanie Buccione Pending

Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 PEBA Health Insurance Councilmember Election (PDF)



South Carolina Public Employee Benefit Authority
Serving those who serve South Carolina

Dear employer:

On March 6, 2024, the PEBA Board of Directors voted unanimously to amend the definition of "Employee" for the purposes of eligibility to participate in the state insurance benefits program. This amendment allows councils of participating counties and municipalities to exercise a one-time, irrevocable option to exclude their councilmembers from the definition of "Employee."

Councils of currently participating counties and municipalities must **[submit an addendum to their participation resolution](#)** to PEBA no later than July 1, 2024, indicating whether their councilmembers will remain eligible Employees in the state insurance benefits program or if they will be excluded.

If you have already submitted an addendum, you can disregard this email.

It is important to understand:

- This election applies to all members of the council and is irrevocable for the duration of the county or municipality's period of coverage in the state insurance benefits program.
- This election does not affect insurance eligibility for any other employees of the county or municipality other than councilmembers and does not apply to councilmembers' participation in the South Carolina Retirement Systems.

- If the council elects to exclude councilmembers from coverage, currently enrolled councilmembers will lose all coverage under the state insurance benefits program on the effective date of the addendum.
- Any loss of coverage due to this election is not a Qualifying Event under COBRA, and councilmembers who lose coverage will not be offered or eligible to enroll in COBRA coverage.

If you have questions about this addendum, email Insurance Operations at EmployerAudits@peba.sc.gov.

You must submit an addendum to PEBA via email at EmployerAudits@peba.sc.gov no later than July 1, 2024.

[Download addendum](#)

Counties and municipalities that join the state insurance benefits program in the future will be required to make this election when they submit their participation resolution.



PEBA
SC Retirement Systems
and State Health Plan



803.737.6800 | 888.260.9430

www.peba.sc.gov

Monday-Friday, 8:30 a.m. - 5 p.m.

Serving those who serve South Carolina

Not all employers and members participate in a PEBA-administered retirement plan or insurance programs. Please disregard any information not applicable to you.

Data classification: public information



Addendum to Employer Resolution for Participation in the State Insurance Benefits Program regarding County/Municipality Councilmember Coverage

Complete the form below and submit via mail or email to:

S.C. PEBA

EmployerAudits@peba.sc.gov

Attn: Insurance Employer Audit

202 Arbor Lake Drive

Columbia, SC 29223

As an addendum to the resolution entered into by the _____ (Employer) for
County/Municipality Name

Participation in the State Insurance Benefits Program, the _____ Council of
County/Town/City

_____ (Council) hereby makes the following election regarding the eligibility of
County/Municipality Name

elected members of the Council to participate as active employees in the State Insurance Benefits Program (Program) offered by the South Carolina Public Employee Benefit Authority (PEBA) pursuant to Section 1-11-703 et seq. of the 1976 Code of Laws:

Select one only.

- ☐ Members of the Council will be considered Active Employees of the Employer for the purposes of participation in the State Insurance Benefits Program (*only available if Councilmembers are paid and are eligible for participation in the South Carolina Retirement Systems*); or
- ☐ Members of the Council will **not** be considered Active Employees of the Employer for the purposes of participation in the State Insurance Benefits Program.

In making this election, the Council hereby understands, acknowledges and agrees that:

1. The election made above is a material requirement for participation in the Program established by the PEBA Board of Directors and is irrevocable during the Employer's period of participation in the Program;
2. The election made above applies only to Councilmembers' participation in the Program, and does not affect Councilmembers' participation in the South Carolina Retirement Systems;
3. If the Council has elected to decline coverage, Councilmembers will not be considered Employees of the Employer, as that term is defined in the State Health Plan, for purposes of eligibility and participation in the Program, and will not be eligible for any benefit offered under the Program as an Active Employee by virtue of membership on the Council; service on the Council will not be taken into consideration for eligibility for retiree insurance coverage under

the Program; and the Council and Employer irrevocably waive and disclaim any rights the Employer or its Councilmembers may have regarding Councilmembers' benefits from the Program as a result of their service on the Council after the date of this election; and

4. The election made above will not be effective until it is received in good order and approved by PEBA, and nothing in this election alters any other obligations Employer has to properly and timely administer insurance benefits under the Program for other Employees of the Employer in accordance with the requirements established by PEBA.

IN WITNESS WHEREOF, we have hereunto set our hands and authority at the meeting of the

_____ Council of the _____
County/Town/City County/Municipality Name
 County of _____, South Carolina, held at _____
County Location
 this _____ day of _____, 20_____.
Day Month

Signatures of Council Members

A majority must sign.

_____	_____
_____	_____
_____	_____
_____	_____

Certification

I _____, _____ of the aforesaid Employer, hereby certify
Name Title
 that the aforesaid Council consists of _____ duly elected members, and that as stated above,
Number
 _____ members voted in favor of the above Addendum.
Number

IN WITNESS WHEREOF, I have hereunto set my hand and the authority of the aforesaid Employer.

_____	_____	_____
Signature	Date	Employer Group Number



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 4112

Council Meeting Date:	20 June 2024
Department:	Administration
Issue Under Consideration:	Motion to approve the revised employee handbook as presented during the May 23rd workshop.
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	These changes are to be employee friendly and have no additional cost to the city.
Options:	To approve, not to approve
Staff Recommendation:	To approve

Reviews:

Kara Hamilton Completed 06/12/2024 8:37 AM
 Scott Whittier Completed 06/12/2024 2:45 PM
 Stephanie Buccione Completed 06/14/2024 8:44 AM
 Georgetown City Council Pending 06/20/2024 5:30 PM

Attachments:

1. 1 Employee Handbook 2024 clean version (PDF)



Employee Handbook

DISCLAIMER

ALL EMPLOYEES OF THE CITY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE CITY'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE CITY ADMINISTRATOR OR APPROVED BY VOTE OF COUNCIL.

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ACKNOWLEDGEMENT: I understand this Handbook replaces and supersedes all previously issued handbooks, policies, and practices.

Signature

Date

Printed Name

Disclaimer & Acknowledgement Receipt – Employee Copy

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ACKNOWLEDGEMENT: I understand this Handbook replaces and supersedes all previously issued handbooks, policies, and practices.

Signature

Date

Printed Name

Equal Employment Opportunity

Equal Employment Opportunity

The City provides equal opportunity to all applicants for employment and administers hiring, conditions and privileges of employment, compensation, training, promotions, transfer and discipline without discrimination because of race, color, religion, gender, gender identification, sexual orientation, pregnancy, childbirth, or related medical conditions (including but not limited to lactation) disability, genetic information, age, or national origin. The City also prohibits retaliation against employees who have reported discrimination in good faith. Any employee who believes that he has been discriminated against in violation of this policy should report the matter to Department Supervisor, Department Head, the Human Resources Manager, or to the City Administrator.

In the event you believe that the City Administrator is the alleged harasser, you must . immediately contact the Mayor of the City of Georgetown.

Affirmative Action

The City continues its efforts and commitment to fully utilize and treat equally minority groups, women, veterans, and disabled employees at all levels and in all segments of the workforce through an affirmative action policy and plan. The goals of this affirmative action policy and plan are to eliminate institutional barriers in employment that tend to perpetuate the status quo and to eliminate the effects of any past discrimination.

Anti-Harassment

Various laws and regulations generally prohibit employment decisions from being made on the basis of race, gender, gender identification, sexual orientation, religion, national origin, color, age, genetic information, disability or similar distinctions. In addition, it is our desire to provide a working environment in which employees are free from discomfort or pressure resulting from jokes, ridicule, slurs, threats, and harassment either relating to such distinctions or simply resulting from a lack of consideration for a fellow human being.

The City does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment in good faith.

Sexual Harassment

Sexual harassment warrants special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

1. Submission to the conduct is an explicit or implicit term or condition of employment or
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, "put-downs" or condescending or derisive comments or terms based on gender, and physical conduct, such as patting, pinching, or brushing against another person. This policy prohibits such conduct regardless of the gender of the perpetrator or victim. Disputes sometimes arise as to whether conduct was "welcome" or "unwelcome." Conduct that would violate this policy *if* it were unwelcome violates the policy if anyone complains of it. However, not all conduct prohibited by this policy constitutes a violation of the law.

Complaint Procedure and Investigation

If you believe this policy has been violated by anyone with whom you come in contact on the job, regardless of whether it is by a fellow worker, a supervisor, or a member of the general public, you should report the incident(s). You may do this by:

- a. Reporting to your supervisor or to a higher level in your "chain of command."
- b. Complaints against the Administrator should be made to the Mayor.
- c. Reporting to the human resources department/personnel/administration.

Supervisors and managers who receive complaints of or become aware of harassment should coordinate with the Human Resources Department.

Harassment allegations will be investigated, and the investigatory process may vary from case to case. The investigation is conducted as confidentially as possible consistent with the effective handling of the complaint and the goals of this policy. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential, whether the

employee is the accused person, the complaining one or merely a potential witness. Persons who are interviewed should not discuss the matter with co-workers, friends or management. This does not mean, however, that employees may not complain to civil rights agencies.

Employees may be asked to submit to a polygraph (lie detector) examination.

-- Important--

To avoid misunderstandings, complaints made to members of management or to the human resources department require the completion of a complaint report, either by you or by the person, to whom the complaint is made, summarizing the allegations, and listing any witnesses to the alleged harassment. You should be sure to get a copy of this initial complaint report to confirm you have complied with this procedure.

These procedures have been established to enable you to get relief if you feel that you are the victim of harassment. The U.S. Supreme Court has said that generally you may not sue the City for a violation of your rights unless you first give us notice and an opportunity to end the harassment. The reporting procedures we have adopted are intended to establish a clear record of what has been reported.

Anti-Bullying

In addition to the Anti-Harassment Policy adopted by the City, other behaviors, which may not technically be considered unlawful harassment, are also considered inappropriate.

The following is a list of some behaviors which the City may consider a violation of this policy. The list is not all inclusive, and the City reserves the right to handle each matter as it deems appropriate.

- Singling out a person for conduct others engage in
- Shouting or raising one's voice toward an individual either in public or private
- Verbal or obscene gestures
- Insults and use of offensive nicknames. Whether such language is deemed offensive is determined by the person to whom it is directed.
- Public humiliation or reprimands
- Ignoring or interrupting employee
- Spreading rumors or gossip
- Manipulating the ability of another to complete his work. For example, overloading work; withholding information; setting unreasonable guidelines; excluding an individual or isolating the employee from work related activities and meetings; encouraging others to disregard or ignore an employee.

Employees, including supervisors, who are determined to have violated this policy will be subject to serious disciplinary action up to and including termination.

Employment Relationship

Filling of Vacancies

Equal employment opportunity

The City provides equal opportunity to all applicants for employment and administers hiring, conditions and privileges of employment, compensation, training, promotions, transfer and discipline without discrimination because of race, color, religion, gender, gender identification, sexual orientation, pregnancy, childbirth, or related medical conditions (including but not limited to lactation) disability, genetic information, age, or national origin. The City also prohibits retaliation against employees who have reported discrimination. Any employee who believes that he has been discriminated against in violation of this policy should report the matter to the administrator.

Recruitment

In order to eliminate duplication of effort in recruiting qualified applicants. It is the policy of the City of Georgetown that only the Human Resource Department shall be authorized to expend funds for the advertisement of vacancies or for any other purpose related to the recruitment of applicants.

All Department Heads will notify the personnel office immediately upon learning that a vacancy will occur by completing and forwarding personnel form No. 10 (P F-10) to the personnel office. The Human Resource Department will then take those steps as may be necessary to attract qualified applicants. Generally, those applicants who meet the minimum training and experience requirements will be forwarded to the appropriate Department Head for further consideration. The Human Resources Department may assist the department head in the screening of candidates. Personnel form No. 11 (PF-11) will be used by the human resource office to refer qualified applicants to the various departments.

In certain situations, the City may choose to fill a vacancy without posting or otherwise communicating the existence of the vacancy. (For instance, the City may forego the normal selection process when a vacancy occurs within a short period of time after the filling of the same or similar position. In these situations, the City may simply choose to consider other candidates for the initial vacancy rather than commence a new recruitment effort.)

Examinations

The selection process may include one or more of the following: oral interviews, evaluation of experience and training, reference checks, written examinations when approved for use by the Human Resources Department, performance tests, verification of college degree (s), background investigations, etc. Medical histories and or physical examinations, after a conditional offer of employment has been extended, may be required for such classifications as may be determined necessary by the City.

Promotions and Transfers

All open positions normally will be concurrently advertised internally and externally. (See Recruitment section above for exceptions to the posting/advertising requirement.) In order to provide upward mobility for City employees, the City of Georgetown, in most cases, will consider applications from persons currently employed before applications from the public are considered. Normally, a notice will be posted on the City of Georgetown internal posting for each vacancy that occurs stating the position, the minimum training and experience requirements, the salary range and how and when to apply.

First consideration usually is given to those persons in the Unit or Department where the vacancy occurs for whom the vacant position would represent a promotion. If none of these persons are selected to fill the vacancy, all other City employees requesting consideration may be considered. Finally, any other applications may be considered. Despite the above information, the City will consider and select outside candidates for vacant positions whenever the City determines that it is in the City's best interests to do so.

Selection of New Employees

Below department head level - the selection of the person to fill each vacancy normally will be made by the appropriate Department Head. The Department Head typically will appraise each referred applicant and state the reasons for appointment. These reasons should then be attached to personnel form No. 11 (PF-11), which will indicate the person selected to fill the vacancy. This form will be sent to the City Administrator for formal approval.

Probationary Period

All new employees shall serve a probationary period of six months. The probationary period is a trial period and serves as an extension of the interview process. During this period, the new employee's performance will be evaluated. If it is determined that the new employee's performance is not meeting the City's expectations the employee may be terminated at any time during the probationary period. If requested by the Department Head and approved by the City Administrator, the probationary period may be extended for an additional period of up to three months. If, at the end of the probationary period, the employee has performed satisfactorily, as determined by the City, in writing, regular status will be granted. If not, the employee will be terminated.

Special Note: The probationary period is not to be construed as a minimum guarantee of employment. All employees of the City of Georgetown are employed "at will," which means that both the employee and the City can terminate the employment relationship at any time, with or without notice or cause.

Promotions

All newly promoted employees are considered to be on probation in their new jobs for three months. This period is a continuation of the selection process and is a time in which the newly promoted employee should demonstrate that the employee is well suited for the promotion. It is not a guarantee of employment for three months. If the department head concludes at any time

during the promotion probationary period that the newly promoted employee is not suited for his new position, the employee may be removed from that position. If there is a vacancy in the employee's former position that is to be filled, the employee may be returned to it. If there is no such vacancy, the employee may be considered for the filling of other vacancies for which the employee is qualified. If no other position is found for the employee, the employee may be terminated. This action does not prohibit an employee from applying for future vacancies with the City.

Regular Status

Employees who have satisfactorily completed the six (6) months probationary period or any extension thereof with the City, as determined by the City in writing, shall be granted regular status. Full-time employees who have been granted regular status are generally permitted to participate in the City's General Leave benefit program.

Nepotism/Employment of Relatives

People in the same immediate family may not be employed or continue to be employed if one directly or indirectly supervises another, has the responsibility for reviewing the work of the other family member, or interacts with one another in the handling of money, compensation, or performance evaluation. For purposes of this policy, immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

The immediate family is also considered to include stepparents, stepchildren, stepbrothers, and stepsisters when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this nepotism policy. Members of the immediate family of elected officials of the City are not eligible for City employment.

If employees become related or create a situation prohibited by this policy, one of the employees may be asked to give up his or her position. If the employees cannot choose which of them it will be, the employee having the lower budgeted annual compensation may be removed. The removed employee may be considered for other positions within the City for which the employee is qualified.

Situations not specifically addressed in this policy that, in the City's opinion, create a conflict of interest or give the appearance of a conflict of interest will be handled at the City's discretion.

Payment of Wages

Pay Schedule and Scheduled Work Hours

Employees will be paid on a bi-weekly basis with payday being on Friday. The City has a mandatory direct deposit policy for employee paychecks. Employees can use a bank of their choice for direct deposit. Direct deposits can be made into checking and/or savings accounts.

First time paper checks will be available for departmental pick up after 10 am on pay day from the Finance Department.

The normal work hours for office personnel are **Monday - Friday, 8:30 A.M. to 5:00 P.M. with a one (1) hour, unpaid lunch break.** Public Utility & Services personnel work varying hours depending on departmental and City needs. Public Safety personnel work varying shifts and are notified in advance what their shift schedules will be. Below are the scheduled work hours per pay period in the City:

Office Personnel	75 hours per pay period
Department Heads	80 hours per pay period
Public Utility & Services	80 hours per pay period
Police - Patrol	84 hours per pay period
Police - Investigations	85 hours per pay period
Fire - Shift	120 hours per pay period

Overtime

For overtime purposes, the normal work week for most employees is the seven (7) day period beginning at 12:01 A.M. on **Monday** and ending at Midnight the following **Sunday**. Police and Fire Service personnel are subject to special rules regarding their respective work weeks.

Employees who are not exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”) will be paid overtime at a rate of 1½ times their regular rate of pay for all hours worked in excess of forty (40) during a 7-day work week or other statutory period as may be appropriate. For overtime purposes, holiday time (i.e., hours not worked is considered hours worked and included to calculate overtime in a pay period). Non-exempt Police and Fire Service Personnel, because of the unique nature of their duties, are subject to different overtime thresholds and special rules regarding overtime compensation.

Police and Fire Special Overtime Exemption: The FLSA provides two special overtime exemptions available only to public agencies whose employees are engaged in fire protection or law enforcement activities as those terms are defined in the Department of Labor regulations. Under Section 207(k) of the FLSA, Police and Fire may reduce overtime liability by establishing work periods of 7 to 28 days. The maximum number of hours that can be worked under Section 207(k) without incurring any overtime liability for law enforcement personnel every 14 days is 86 hours and for fire protection personnel every 28 days is 212 hours.

Employees who work over the numbers of hours as indicated in the table above within the prescribed number of days shall receive compensation at the rate of 1 ½ times their regular hourly rate.

All overtime must be pre-approved by the employee’s supervisor prior to the employee working the overtime. If an employee works unauthorized overtime, the employee will be paid the overtime in accordance with the Fair Labor Standards Act and Department of Labor, however

the employee will be subject to disciplinary action. An employee who regularly violates this policy will be subject to termination. There will be flexibility exercised for Public Safety, Services and Utility workers that are required to work during emergency situations.

Compensatory Time

Non-exempt 37.5 hour/week employees who work over the 37.5 hour threshold in any workweek have the option to earn compensatory time at straight time instead of receiving straight pay at the discretion of the City. Non-exempt employees who work over 40 hours in any workweek have the option to earn compensatory time at 1 ½ times their regular rate instead of receiving overtime pay at the discretion of the City. For compensatory time purposes, general leave hours are not considered hours worked.

Police and Fire personnel also have the option to accrue compensatory time at the rate of 1 ½ hours for each hour worked over the allowable limit according to the table referenced above.

Non-exempt employees can accrue compensatory time throughout the fiscal year (July 1 – June 30) but may not be allowed to carry over more than 20 hours (24 hours for fire personnel) into the next fiscal year. Non-exempt employees will be paid out any compensatory hours over the 20 or 24 hour threshold in the first paycheck of the new fiscal year. Non-exempt employees who leave employment will also be paid out any compensatory time in their balance in their final paycheck.

Employees who are exempt from the overtime provisions (“FLSA”) will not accumulate compensatory time off. Senior management has authority to grant additional time off to exempt employees who have worked extraordinary amounts of time in excess of their normal schedule, but no exempt employee has a right to such additional paid time off. In no event will unused designated time off time be paid at termination.

On Call Pay/Call Out Pay

On-call time generally consists of performing work after their normal work hours in response to calls for service to the public. Those employees who respond to service calls after their normal work hours, will be paid an on call stipend for their service in addition to call out pay of a minimum number of work hours but in all cases shall not be paid less than the actual time worked. When on call, these employees are to be available for call by way of telephone 24 hours a day and are required to remain in close proximity of the City limits in order to report in for a call within a timely manner. On call rotations usually last for seven (7) days.

All non-exempt (hourly) employees that have primary “on-call responsibilities” will be paid a \$100 on call stipend during their active on-call period. The \$100 on call stipend replaces the previous mileage reimbursement policy. In addition, an employee designated as being “on call” will receive call out pay of two (2) hours minimum, for responding to service calls outside of their regular work day schedule. If an employee is called out multiple times during a two (2) hour period, the employee will only receive two (2) work hours unless the call for service extends longer than two (2) hours, then the employee will receive pay for actual time worked. If an employee is called out again after a two (2) hour period ends, the employee will receive an

additional two (2) hours of call out pay for that call out. Employees are solely responsible for covering the entirety of their on call rotation and must inform their supervisor of any changes to scheduling.

Please refer to the table below regarding which departments are eligible for on call and call out pay:

DEPARTMENT	CALL OUT PAY MINIMUM	ON CALL STIPEND
Water Utilities	2 Hours	\$100.00
Electric – Line Technician	2 Hours	\$100.00
Electric – Meter Technician	2 Hours *only if called out otherwise actual time worked	\$100.00
Police - Investigations	2 Hours	\$100.00
Municipal Court	2 Hours	\$100.00

Paycheck Deductions

The City shall make deductions from employees' paychecks as required by law. Upon the written authorization of the employee, the City may make deductions for insurance, other benefits, etc. (Appendix C – Acknowledgement of Receipt/Authorization for Deductions)

Cash, debts owed by the employee to the City of Georgetown, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, cell phones, computers, tablets, loans to purchase computers, laptops, etc., and other items belonging to the City and advanced or issued to an employee and not repaid or returned by him at the time of termination are considered "advances of wages," the value of which may be deducted from the employee's final paycheck(s). By accepting or continuing employment, the employee authorizes these deductions.

Failure to Receive Proper Pay/Benefits: It is the employee's responsibility to review each pay period's pay stub for accuracy. Employees should inform Human Resources as soon as possible regarding any errors in their paycheck so the error can be researched and corrected, if needed.

Negligence while using City Vehicle: Disciplinary Action Policy will apply at the discretion of the city administrator. City employees who operate City vehicles and who, as a result of their negligence as determined by the City, cause damage to a City vehicle, acknowledge and agree that they are financially responsible for the full cost of the repair, not to exceed the amount of the City's insurance deductible. Such employees further agree and consent to the deduction of the repair costs, in reasonable increments, from their subsequent paychecks until the repair costs have been paid in full. In the event the employee terminates employment with the City prior to the complete payment of the debt, the remainder of the debt shall be deducted from the employee's final paycheck.

Compensation

The City recognizes that pay for performance and cost of living adjustment are an integral part of a salary and benefits packet. The City believes in rewarding employees for both their exceptional performance through merit raises and with salaries reflecting the cost of living. The City will make an effort to distribute merit and cost of living adjustment (COLA) salary increases at the start of each new fiscal year based on funding availability, which the City allocates towards raises through the budget process. Salary increases will be effective the first full payroll period of July.

Cost of Living Adjustment: an across-the-board COLA will be utilized to calculate salary adjustments based on the funding available. In as much as possible and depending on available funds, the City will make an effort to base COLA on the Consumer Price Index (CPI) of December 31st of the previous year. All full time and part time city employees active as of December 31st will be eligible for COLA. Employees hired between January 1st and June 30th will not be eligible for COLA.

Merit: Salary adjustments within an established range are not automatic but are dependent upon the recommendation of the department director and/or division manager based on standards of performance. The City acknowledges that hard-working employees should be incentivized for performing above standards. Performance evaluations are completed to allow employees to receive feedback on their performance and a chance for supervisors and employees to exchange ideas, improvements, constructive criticism, and praises. Merit raises will be based on scores from performance evaluations completed for the prior calendar year for all regular employees. Probationary employees will need to have their evaluation completed prior to June 1st to be eligible for merit raises for the next fiscal year.

Merit percent allocations will be determined by individual performance scores earned by employees and based on a standard merit scale. Percent allocations will normally range from zero (0) to three (3) percent but may be changed due to availability of funding each year.

Inclement Weather

There may be times when the City will close certain departments/offices due to inclement weather or emergencies as defined by the SC Emergency Management Division. During these emergencies, non-essential and essential employees will be determined by the Department Head of that department. Non-essential employees whose departments are closed due to inclement weather or emergency may utilize General Leave or leave without pay for hours missed from work. If employees have enough time, they will be required to use their own General Leave balance first.

If a non-essential employee chooses not to report to work due to weather but the City's offices are open, they will be required to use their own General Leave or take unpaid time.

Employment References

The City Administrator and authorized Human Resources Department employees are the only representatives of the City who may give employment references to prospective employers of current or former City employees.

The City normally will only provide a prospective employer who inquires about a current or former employee the beginning and ending dates of employment and positions held, unless the current or former employee signs a release of personnel information.

All requests for employment references should be forwarded to the Human Resources Department.

This policy means that Supervisors, Department Heads and other City employees may not write letters of recommendation or respond to requests for employment references. The policy does not affect the right of City employees to serve as personal references or as character references. However, no City employee may provide a personal reference or character reference if the employee currently supervises or has ever supervised the current or former employee for whom the reference is sought.

Time Off & Employee Leave of Absences

Official Holidays

The following shall be observed as official holidays for employees of the City of Georgetown who are scheduled to work on that day as a part of their regularly scheduled workweek:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day and the day after
- Three days at Christmas

All full-time City employees working a regular City workweek who are normally scheduled to work on an official City holiday as a part of their regularly scheduled workweek shall receive a holiday allowance equal to their normal pay for one workday.

Full-time City employees required to work on an official City holiday will receive holiday allowance equal to one and a half times their normal pay for one workday or a day off with pay at the discretion of their Department Head, generally within the next sixty (60) calendar days.

A holiday falling on a Saturday will be observed on a Friday; a holiday falling on a Sunday will be observed on Monday.

All full-time Police Department employees working on rotating shift schedules who are required work on an official holiday will receive holiday allowance equal to the special overtime rate for public safety employees for one workday or a day off with pay at the discretion of the Chief of Police, generally within the next sixty (60) calendar days.

All full-time Fire Department employees working on a rotating shift schedule who are required work on an official holiday will receive holiday allowance equal to the special overtime rate for public safety employees for one workday or a day off with pay at the discretion of the Fire Chief, generally within the next six (6) months.

All Police & Fire Department employees as well as any weekend shift workers who are required to work on the holiday when the actual holiday falls on a weekend but the observed day is on the next business day, will receive the holiday pay for the actual day worked as long as it does not exceed the total amount of days allowed by the City for that holiday. Senior management has authority to grant additional time off to exempt employees who have worked or attended training on a holiday.

Civil Leave

Jury duty:

All regular City employees selected for jury duty shall be entitled to civil leave with pay for that period of absence required, not to exceed fifteen (15) workdays per calendar year. Such leave shall not be charged to general leave. Employees are expected to return to work when excused from jury service if within reasonable commuting distance or they will be charged general leave time for that time excused from jury duty. Likewise, any period of time for which an employee is excused from jury duty because of illness shall be charged to general leave. An employee shall be entitled to all fees received as a juror.

Official Court Attendance:

All regular employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity, on behalf of the City, shall be entitled to leave with pay for such period as the court may require.

Private litigation:

Absence of a City employee to appear in private litigation in which he or she is a principal party shall be charged to general leave or to leave without pay.

Approval:

Each employee will be required to submit a completed Request for Leave or Approved Absence form to their Department Head for approval of civil leave.

General Leave

The General Leave program replaces the traditional “vacation” leave concept. This program introduces the concept that each employee assumes direct responsibility, accountability, and control of his/her attendance or absence from work.

General Leave may be used to cover the following types of absences (upon advance approval of the employee’s supervisor/manager):

1. Employee’s vacation
2. Employee’s personal leave for medical reasons
3. Family Medical Leave approved absence

General Leave will NOT be earned due to an absence “without pay”, due to a leave of absence longer than 2 weeks.

The Department Head will be responsible for approving all leave requests. The employee is responsible for submitting a request to his/her department head, in advance, of the anticipated absence. All leave must be approved to be considered for payment under the General Leave program. Failure to receive approval by the employee’s supervisor/manager will not guarantee coverage under the General Leave program.

The approved use of General Leave for personal medical needs does not prohibit the Department Head from requesting a medical statement from the employee’s attending physician, particularly when such absence is constant, habitual or questionable.

All newly hired Department Head employees will receive two weeks of general leave that are eligible for use upon hire and will then accrue based on the appropriate schedules below. If a non- Department Head level employee is hired with significant experience for their position and is in a situation where they are leaving a considerable amount of accrued leave time from another employer, the City may offer up to one week (40 hours) of General Leave for the employee to use after they have successfully completed their probationary period. This decision will be at the sole discretion of the City.

All employees assigned to regular full-time positions who are scheduled to work an average of 30 hours or more per week will accumulate general leave time according to the schedules below. All employees who are probationary are eligible to use their accrued time after three months with department head approval.

0 months- 5 years

Scheduled Work Hours	Average Work Hours Per week	Average Work Hours Per Day	Hours Accumulated Per Year	Hours Accumulated Per Month
1,560	30.00	6.0	114.00	9.50
1,950	37.50	7.5	142.50	11.875
2,080	40.00	8.0	152.00	12.667
2,184	42.00	8.4	159.60	13.30
2,210	42.50	8.5	161.50	13.458
2,756	53.00	10.6	201.40	16.783

5-10 years

Scheduled Work Hours	Average Work Hours Per week	Average Work Hours Per Day	Hours Accumulated Per Year	Hours Accumulated Per Month
1,560	30.00	6.0	132.00	11.00
1,950	37.50	7.5	165.00	13.75
2,080	40.00	8.0	176.00	14.667
2,184	42.00	8.4	184.80	15.40
2,210	42.50	8.5	187.00	15.583
2,756	53.00	10.6	233.20	19.433

10-15 years

Scheduled Work Hours	Average Work Hours Per week	Average Work Hours Per Day	Hours Accumulated Per Year	Hours Accumulated Per Month
1,560	30.00	6.0	144.00	12.00
1,950	37.50	7.5	180.00	15.00
2,080	40.00	8.0	192.00	16.00
2,184	42.00	8.4	201.60	16.80
2,210	42.50	8.5	204.00	17.00
2,756	53.00	10.6	254.40	21.20

15-20 years

Scheduled Work Hours	Average Work Hours Per week	Average Work Hours Per Day	Hours Accumulated Per Year	Hours Accumulated Per Month
1,560	30.00	6.0	162.00	13.50
1,950	37.50	7.5	202.50	16.875
2,080	40.00	8.0	216.00	18.00
2,184	42.00	8.4	226.80	18.90
2,210	42.50	8.5	229.50	19.125
2,756	53.00	10.6	286.20	23.85

20 + years

Scheduled Work Hours	Average Work Hours Per week	Average Work Hours Per Day	Hours Accumulated Per Year	Hours Accumulated Per Month
1,560	30.00	6.0	180.00	15.00

1,950	37.50	7.5	225.00	18.75
2,080	40.00	8.0	240.00	20.00
2,184	42.00	8.4	252.00	21.00
2,210	42.50	8.5	255.00	21.25
2,756	53.00	10.6	318.00	26.50

Employees desiring to take planned general leave should give their supervisors at least two weeks advance written notice. General leave will be scheduled as much as practical in accordance with employee requests. The City's workload demands, however, are paramount.

When more employees request particular days off than can be accommodated, supervisors will make general leave assignments taking into account the date the requests were made, special needs for particular General Leave dates and the employees' lengths of service.

The maximum general leave hours that can be accumulated are as follows:

Scheduled Work Hours	Average Work Hours Per week	Average Work Hours Per Day	Maximum Hours Accumulated
1,560	30.00	6.00	540.00
1,950	37.50	7.5	675.00
2,080	40.00	8.0	720.00
2,184	42.00	8.4	756.00
2,210	42.50	8.5	765.00
2,756	53.00	10.6	954.00

Unused general leave will be paid for at separation **at a rate of 50%** only if the employee is terminated for non-disciplinary reasons or if the employee gives and actually works a two-week written notice of resignation. There will be **no exceptions** to the 50% unused general leave payout at separation. If a Department Head leaves employment within one year of hire, the original two weeks of general leave given upon hire will not be eligible for pay out. If an employee who received up to one week of general leave upon hire leaves employment within two years, the original amount of general leave given upon hire will not be eligible for pay out.

For retirement purposes, the paid leave at termination will be classified as vacation hours to determine your AFC (Average Final Compensation) calculation.

Bereavement Leave

Bereavement Leave is intended to support employees at the time of their loved one's death. Employees may be required to submit evidence of death and family relationship to receive bereavement leave pay. Employees will be paid for time lost up to (3) consecutive working days for the following immediate family members: spouse, parent, child, grandparents, brother, sister, grandchildren, parent -in-law, stepchildren.

Firefighters will receive two shifts for the death of a spouse or child, they will receive one shift for everyone else.

Wellness Program

Policy Statement

To assist employees in living a healthy lifestyle and making healthy choices. The Wellness Program offers rewards and education related to physical activity, nutrition, disease prevention/management, financial wellness and mental wellness. Wellness reward hours are increments of qualified leave time that full-time employees can earn by participating and providing proof thereof in designated wellness activities and events.

Eligibility: All full-time employees are eligible to earn wellness reward hours. Wellness reward hours will be given for qualifying activities performed in the same calendar year. A total of 16 wellness reward hours can be earned. Wellness hours will not be retroactively applied for a previous year.

Use: Wellness hours can be requested to take as “paid time off.” Wellness hours need to be scheduled in advance with the approval of the supervisor. Employees, when submitting their leave request, must indicate their wellness hours. Wellness hours are earned and can be used in hour increments.

Qualifying Ways to Earn Wellness Hours:

Health Screenings: Attending our city clinic. Providing a note that you went.

Dental Cleanings: Providing a doctor’s note of the dental cleaning.

Vision Screenings: Going to get your annual vision screening

Donation of Blood: If someone donates blood, they are eligible with documentation of completion.

Quarterly Lunch & Learn: By participating in the city-wide event all employees will be eligible to earn one hour.

All submissions are to be sent to Human Resources for the hours to be added to your GL Balance at the end of every month. Wellness hours are not paid out at the end of employment.

Leave Donation

Policy Statement

City of Georgetown recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available general leave hours. To address this need, all eligible employees will be allowed to donate general leave hours from their unused balance to Leave Donation Bank in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees who donate general leave hours must be employed with the City of Georgetown for a minimum of one (1) year. Employees can donate and join the pool each June for the next fiscal year. If an employee does not donate in June for a certain year, they will not be in the pool for that next fiscal year but can re-join the following year. Once the hours are donated the employee is no longer entitled to those hours. Employees should not be receiving other pay such as worker's compensation or disability benefits while receiving donated leave.

Guidelines

Employees who would like to make a request to receive donated general leave hours from the Leave Donation Bank must have a situation that meets the following criteria:

Family Health Related Emergency

Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the employee is the legal guardian or sole caretaker. Medical certification form may be required.

Employees who donate general leave time from their unused balance must adhere to the following requirements:

- A. Donation minimum - One (1) scheduled (average) working day per fiscal year.
- B. Donation maximum - No more than 50% of current balance

Note: Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future general leave time to donate.

Donations will only be received if there is an available balance in the donation bank. The maximum number of hours that can be requested/given to an employee is up to 160 hours within a rolling 12-month period (rolling 12 month period means the 12-month period measured backward from the date that leave is requested), depending on the available balance of the pool, circumstance of the request and discretion of the City Administrator. Employees who are currently on an approved leave of absence cannot donate general leave hours.

Procedure

Employees who would like to make a request to receive donated general leave hours are required to complete a Donation of General Leave Hours Request Form and submit it to the Human Resources department for approval. Employees who wish to donate general leave hours to the leave donation bank must complete a Donation of General Leave Hours Form. All forms should be returned to Human Resources.

Approval

Requests for donations of general leave time must be approved by Human Resources, the employee's Department Head and the City Administrator.

If the recipient employee has available general leave time in their balance, this time will be used prior to any donated general leave time. Donated general leave time may only be used for time off related to the approved request. General leave time donated that is in excess of the time off needed will be returned to the donation leave bank.

Leave of Absence

Military Leave

Employees are entitled to leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of these laws change from time to time and for that reason no effort is made to set forth the law in this policy.

Employees on military leave receive paid leave for up to 15 days per military fiscal year (i.e., October to September) for training or call-up. In addition, if an employee is called upon to serve during an emergency, the employee receives paid leave for not exceeding thirty additional days.

Family and Medical Leave Act (FMLA)

Purpose

It is the policy of the City to grant up to 12 weeks of family and medical leave during any 12 month period (based on a 12 month rolling calendar. A rolling 12-month period means the 12-month period measured backward from the date that leave is requested) to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). This leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave as specified in this policy.

Eligibility

To qualify to take family and medical leave under this policy and the FMLA, the employee must meet both of the following conditions:

1. The employee must have at least 12 months of service and
2. Must have worked at least 1,250 hours within the preceding 12-month period.

General

Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. Generally, employees must request leaves of absence under this law and policy but, in appropriate situations, employees may be placed on leave status without application.

Reason for Leave of Absence

Medical and Family Leave. An eligible employee may be entitled to a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his job, if the employee's spouse, child or parent has a serious health condition and the employee must be absent from work in order to care for that relative, or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household.

Military Caregiver Leave. An eligible employee whose spouse, parent, child or next-of-kin is a covered service member of the Armed Forces of the United States may be entitled to leave of absence to care for the service member if he is injured while on covered active duty.

Qualifying Military Exigency Leave. An eligible employee whose spouse, parent or child is a member of the Armed Forces of the United States and is on active duty or called to active duty in federal service may be entitled to a leave of absence due to one or more qualifying exigencies arising out of the active duty or call to active duty. Qualifying exigencies are: (1) Short-notice deployment (*i.e.*, notice of 7 days or less); (2) Military events and related activities; (3) Childcare and school activities (regular or routine childcare by the employee does not count); (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Proof of need for leave of absence may be required regardless of the type of leave taken.

An eligible employee will be granted a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform the employee's job; if the employee's spouse, child or parent has a serious health condition and the employee must be absent from work to care for that relative; or if the employee must care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household.

Length of Leave

Medical and Family Leave. An eligible employee may take the equivalent of a total of 12 work weeks of leave during any 12 consecutive months for the employee own serious health condition, that of a parent, spouse or child, or to care for a newly born or newly received child. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.

Military Caregiver Leave. Leave to care for an injured service member may be taken for up to 26 work weeks in a single 12-month period. Any leave taken by the employee for any other FMLA-qualifying reason will count against the 26 weeks of leave permitted to care for an injured service member.

Qualifying Military Exigency Leave. Leave taken because of a qualifying exigency is available for up to 12 work weeks in any 12 consecutive months. Leave taken because of a short notice deployment is limited 7 days from the date of notice, and leave taken to be with the service member during periods of rest and recuperation are limited to 5 days per period of rest and recuperation. Leave taken to attend post-deployment activities must be taken within 90 days of the end of active-duty service.

Coordination of Leave and Paid Time Off. An employee who must be absent due to his own serious health condition will be paid for time lost from work first from any accrued general leave balances and similar balances. An employee who takes leave for any other reason will be paid for time lost from work from any accrued general leave balance and similar balances. Leave taken under this policy counts toward the employee's 12-weeks (or 26-weeks, where appropriate) of leave regardless of whether all or part of the employee's leave is paid.

Effect of Leave on Accrual of Fringe Benefits

Health benefit plan. Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums. The payment must be received in the Finance Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

Accrual of general leave. Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

Employee Responsibility. Employees who request leave under this policy must give 30 days' advance notice or such lesser amount of notice as is possible in the particular circumstances. When the need for leave is unforeseeable, the employee must follow the normal procedure for reporting an absence.

Employees may not engage in other employment while on leave of absence without the express written permission of the city administrator.

Termination of Leave of Absence

A leave of absence under this policy generally ends when the need for the leave of absence ends or when the maximum leave described above has been taken, whichever occurs sooner.

Reinstatement

At or before the conclusion of the FMLA leave of absence the employee is entitled to reinstatement to the employee former position or to a position equivalent to the employee former position. The employee must demonstrate that the employee is fit for duty and must give reasonable notice of intent to return to work.

Extension of Leave without Benefits

An employee who is unable to perform the duties of the employee position due to the employee own disability and who has exhausted the employee entitlement to leave under the Family and Medical Leave Act by taking 12 consecutive weeks of leave may, in the discretion of the city administrator, upon written application, be granted up to an additional 14 weeks of leave. This additional leave of absence does not entitle the employee to reinstatement or to payment of any portion of the employee health benefit plan premiums. If the employee is able to return to work prior to the exhaustion of the employee extended leave, the employee may be returned to the employee previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation for which the employee is qualified and where there is a vacancy to be filled. If the employee is not returned to active employment, the employee may be continued on extended leave of absence status until the employee is returned to active-duty status or the employee extended leave of absence expires, whichever occurs sooner.

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave that would qualify for FMLA leave if such leave had not been exhausted, may apply for an extended leave of absence for personal reasons. Such extended leaves are granted only at the discretion of the city administrator.

Special Situations

Spouses. When both a husband and a wife are employed by the City, their combined right to a leave of absence because of the birth or placement of a child, or to care for a newly born or placed child or to care for a parent with a serious health condition is 12 weeks in a 12-month period or 26 weeks in a single 12-month period to care for an injured service member.

Key Employees (salaried employee in highest paid 10% of all employees)

Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

Notice of Rights

Federal law requires that we provide you with the notice of your rights included in Appendix A.

Effect of Leave on Accrual of Fringe Benefits

Health benefit plan. Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums. Failure to make timely premium payments may result in a lapse or termination of benefits.

Accrual of paid leave. Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of general leave.

Employee Responsibility

Employees who request leave under this policy must give 30 days' advance notice or such lesser amount of notice as is possible in the particular circumstances. When the need for leave is unforeseeable, the employee must follow the normal procedure for reporting an absence.

Employees may not engage in other employment while on leave of absence without the express written permission of the city administrator.

Termination of Leave of Absence

A leave of absence under this policy generally ends when the need for the leave of absence ends or when the maximum leave described above has been taken, whichever occurs sooner.

Reinstatement

At or before the conclusion of the FMLA leave of absence the employee is entitled to reinstatement to the employee former position or to a position equivalent to the employee former position. The employee must demonstrate that the employee is fit for duty and must give reasonable notice of intent to return to work.

Employee Status after Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay and benefits. If an employee fails to return at the end of FMLA, the employee will be considered to have voluntarily resigned his/her position with the City.

Upon an employee's exhaustion of FMLA leave, and where the employee has not been able to return to work, the City of Georgetown may grant an extension of leave at the discretion of the city administrator, on a case-by-case basis up to a maximum of 12 additional weeks subject to additional medical information becoming available unless otherwise required by law, an extension of leave may not result in an employee's taking more than 26 weeks of leave (under any policy) within the rolling 12-month period. Any extension of leave will be granted under the City's Physical Disability and Personal Leave Policy and will not include guaranteed reinstatement of City-paid benefits to review the terms and conditions of such leave, please see the City's Personal Disability Leave Policy in Section III below.

Intermittent Leave or a Reduced Work Schedule. The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day or more on a periodic basis), or

under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hourly schedule. In all cases, the leave may not exceed a total of:

- 12 work weeks over a 12 month rolling-period, starting at the beginning of the leave. (26 weeks for a qualified military family medical leave event). Intermittent or reduced schedule leave is available only when the appropriated health care provider certifies the need to take on that basis.
- The City may temporarily transfer an employee to an alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition, or to care for a child after birth or placement for adoption or foster care.
- Normally, intermittent or reduced schedule leave is not available for the birth, adoption, or foster care of a child. However, in the City's discretion, it may agree to allow the employee to take the leave intermittently or work a reduced hourly schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.
- If the intermittent FMLA leave is due to the serious health condition of the employee or of a family member, periodic medical re-certification may be requested by the City to verify that the leave is medically necessary. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt the City's operations.
- FMLA leave may be taken intermittently whenever medically necessary to care for a covered service member with a serious injury or illness. FMLA leave may also be taken intermittently for a qualifying exigency arising out of active duty status or call to active duty of a covered military member.

Physical Disability and Personal Leave

1. An employee who has completed the initial probation (and any extension thereof) may request a leave of absence for up to 3 months when unable to work because of sickness, pregnancy, or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Personal leaves are granted only in the discretion of the City Administrator upon recommendation by the employee's department head. Employees still in their probation periods who are absent for more than five (5) consecutive scheduled workdays because of any physical disability are generally terminated, but are eligible for rehire. The circumstances of each employee situation will be reviewed by the city administrator before termination.
2. Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.
3. Leaves due to physical disability begin on the first day of absence.

4. After the employee has exhausted general leave, as a general rule, an employee on leave of absence is not entitled to wages or fringe benefits and does not accrue fringe benefits. Certain exceptions may be established by law.
5. Employees on leave of absence may not engage in other employment.
6. Employees desiring to return to work from an unpaid leave of absence should notify the city administrator in writing at least ten (10) days prior to their desired date of return. If the City of Georgetown finds that the employee is fit to resume the employees duties, the employee may be recalled to the employee former job if a vacancy exists which is to be filled. If no such vacancy exists, the employee may be recalled to any job in which there is a vacancy which is to be filled and for which the employee is qualified. If no such vacancy exists at the time the employee desires to return to work, the employee's leave of absence may be continued. Extended leave is not guaranteed. Any employee who has not been reinstated within six (6) months following the commencement of a leave of absence is generally terminated. This action does not affect the employee's eligibility to be considered for hire as a new employee at some future time. The circumstances of each employee's situation will be reviewed by the city administrator before termination.

Worker's Compensation/Light Duty

Purpose

The purpose of this policy is to ensure employees are aware of work-related and non-work related injury policies. (Reference Code of Laws of South Carolina 1976, Title 42, Workers Compensation)

"Injury" and "Personal Injury" Defined by Worker's Compensation

Injury and personal injury shall mean only injury by accident arising out of and in the course of employment and shall not include a disease in any form, except when it results naturally and unavoidably from the accident and except such diseases as are compensable under the provision of Chapter 11 of Title 42 of the Code of Laws of South Carolina. In construing this section, an accident arising out of and in the course of employment shall include employment of an employee of a municipality outside the corporate limits of the municipality when the employment was ordered by a duly authorized employee of the municipality.

Reporting Injuries

- A. Employees injured, as a result of employment with the City, must report those injuries immediately to their supervisor no matter how minor the injury seems. A First Report of Injury form will be completed by the Department and sent to Administration to be forwarded to the City's Worker's Compensation carrier. Failure to report injuries on the job may result in disciplinary action so it is important that all injuries, even those requiring no medical treatment, be reported. Additionally, failure to properly report an injury may delay or preclude workers' compensation coverage.
- B. All employees injured on the job must see the City's Worker's Compensation doctors. In a

non-emergency, an Authorization to Treat form, must be completed by the Supervisor and sent with the employee to the doctor. An employee cannot use his/her personal physician in Worker's Compensation cases. Second opinions must be granted by the City's Worker's Compensation carrier.

- C. Employees injured outside of employment with the City that as a result, will need to miss work time or be on restricted duty, must report all related information to their supervisor. All medical information should be sent to the Human Resources Department.

Lost Time Due to an Injury

- A. An employee injured on the job will be eligible for compensation under the City of Georgetown's Worker's Compensation coverage with the SC Municipal Insurance Trust (SCMIT) after seven (7) calendar days off from work. These first seven (7) days or workweek may be covered or paid for by general leave. If the employee's time off from work exceeds fourteen (14) days, then the first week [seven (7) day period] will be covered by Worker's Compensation. Upon receipt and endorsement of the check from SCMIT for the payment of this first week back to the City of Georgetown, credit will be given for two thirds (2/3) of the general leave time previously charged.
- B. SCMIT will pay, on a weekly basis, two thirds (2/3) of the employee's average weekly rate, based on the past 52 weeks, up to a maximum rate equal to the average weekly wage for South Carolina during the past fiscal year. Worker's Compensation checks will be mailed directly to the employee. Worker's Compensation payments made by SCMIT are not subject to Federal and State income tax or to Social Security tax. Additionally, during the period of disability (including non-FMLA leave), the City will continue to make its regular contributions towards the employee's health and/or life insurance premiums. Further, the City shall make contributions to the State Retirement Systems as though the employee had worked in the employees' regular straight time schedule of work.
- C. The employee shall be responsible for paying, by the tenth (10th) day of the month, the premiums for dependent health insurance and similar programs which are subject to payroll deduction. Should the employee fail to make any such payments when due, coverage will be terminated. With the exception of the provisions of this paragraph, employees who are unable to work due to a workers' compensation covered condition shall be subject to the terms of the City's Leave of Absence policy, including but not limited to its return to work and termination provisions.
- D. Employees may also elect to take one-third (1/3) of a day's General Leave pay from their leave balance, if available. Employees' deductions such as health insurance, etc. can be taken from that one-third (1/3) of a day's General Leave pay.
- E. Family Medical Leave will run concurrently with lost time due to a worker's compensation injury or a non-work related injury.
- F. Employees who miss time due to a non-work related injury will need to fill out the necessary leave forms with their department per the parameters of the City's General Leave policy. Employees will be placed on Family Medical Leave. All necessary Family Medical Leave forms will be processed through the Human Resources Department.

Return to Work Following Workers' Compensation Injury/Illness or Other Personal Medical Situations–Light/Modified Duty

- A. Full time regular employees who are temporarily and partially physically disabled as a result of an on the job injury and who, as a result of such disability are not able to safely perform the full range of their normally assigned duties, may be eligible for light duty assignment.
- B. Definition – Light/Modified duty means services to the city other than an employee's regular position or work that is less than the full scope of the employee's essential job functions per their job description; Light/modified duty will be made available to employees as long as meaningful assignments are available.
- C. Assignment of Light/Modified Duty - The City will not create light duty assignments, but will attempt to identify and assign work the employee can perform based on light duty tasks that are available and the parameters of the employee's injury. If there is light duty available in the employee's department, that assignment will be considered first. If light duty is not available in the employee's department, Human Resources will assign the employee to another department that has light duty assignments available. In this case, employees must conform to any additional workplace regulations of the department in which the light duty assignment exists. The Human Resources Department will maintain a light/modified duty task bank submitted by all departments. Light duty may be assigned by the employee's Department Head or Human Resources. In the event that there are more employees seeking light duty than there are available light duty assignments, the City reserves the right to give preference to an employee who has a work-related injury.
- D. Duration of Light/Modified Duty - All light/modified duty must be approved by the City Administrator. Light/modified duty will be available for a maximum of 180 calendar days per disability. An employee may apply for an extension of light/modified duty. The extension of light/modified duty shall be granted at the discretion of the City Administrator. If a light duty assignment runs out, the affected employee will be placed on Family Medical Leave.
- E. Dress Requirements – An employee assigned to light/modified duty may wear clothing modified to accommodate the disability, as long as the clothing does not interfere with the employee's ability to carry out assigned duties safely.
- F. Medical Clearance – Prior to any light/modified duty assignment (and at such intervals as the City may thereafter require) a medical doctor, satisfactory to the City, must certify that the employee is unable to perform the full range of his/her regular duties; that the inability to perform and the condition causing it are temporary; and that there is no medical risk of contagion or infection to other employees. The medical doctor must also certify that the employee can perform, without risk to himself/herself or others, the light/modified duty assignment. (No employee will be permitted to work on light/modified duty if a physician advises that the performance of light/modified duty might slow the employee's recovery or aggravate the disability). The City may require a review by its physician at any time.

Employee Benefits

Tuition Reimbursement

Policy statement:

This policy is provided to encourage all regular, full time employees to continue their education and training so as to maintain and improve skills and knowledge useful in their current positions. Education and training must be related solely to position with the city. Assistance is provided

solely for employees to gain an Associate's, Bachelor's, or Master's Degree. Classes should be scheduled during off-duty hours. Due to budgetary limitations, the City may not be able to approve all tuition reimbursement requests. The City retains the right to amend or terminate the offering of this benefit at any time. Eligibility to participate in this program should not be considered a right of employment, but rather a privilege afforded to employees who are determined to be eligible and qualify to participate.

Eligibility:

Any regular, full time employee who has completed one year of continuous satisfactory service with the City is eligible, upon the Department Head's approval and recommendation and as long as there is funding available in Department's budget.

Approved courses:

An approved course is any course taken at an accredited institution of higher education.

General:

An employee interested in applying for tuition reimbursement must first request, in writing and in advance, approval of the employees' Department Head and Human Resources for tuition, all course related fees and related textbooks prior to enrolling in such courses. An employee who plans to take an approved course during off-duty hours may be reimbursed for tuition expenses as provided below.

Covered expenses:

Should reimbursement from other sources not be available, an employee may be reimbursed for the cost of tuition, all course-related fees and one-half the cost of required textbooks. All other costs, such as activity fees, graduation fees, etc., shall be paid by the employee and not eligible for reimbursement. Subject to the City's budget and the availability of funds, the City may pay up to \$ 5,000 per fiscal year per employee for approved tuition reimbursements.

Application for tuition reimbursement:

If employee has received prior approval from their Department Head and Human Resources, the employee shall submit Personnel Form 4 (PF-4) to the Human Resources Department, within ten (10) working days after grades are received, with the following attachments:

- Receipts showing the amounts paid for tuition, fees and books. An original of the official transcripts records.
- Payment may be made only for those courses in which the employee earns a grade of "B" or better for all studies.
- Proof of satisfactory completion will be required for those courses for which grades are not given.

After approving the application for reimbursement, the Human Resources Department will forward the application to the Finance Department for payment.

Required courses:

From time to time, it may be necessary for the City to require certain employees to take one or more courses for professional development and job performance improvements benefiting the City and employees. When this occurs, the City will pay all training and travel costs in accordance with the Travel and Subsistence Allowance policy of this Handbook.

Training programs, workshops, seminars:

The City encourages participation by its employees in training programs, workshops and seminars that will enhance job performance. To obtain approval for attendance at such programs, employees must complete and submit Personnel Form Number 5 (PF-5) to the Human Resources Department through their Department Head.

Repayment of Funds

If employment with the City is terminated either voluntarily by employee or for any reason by the City for up to one (1) year after a tuition reimbursement, the employee will be responsible for repaying the City a prorated amount of the reimbursement. The obligation will be reduced by one-twelfth (1/12th) for each month the employee remains employed with the City after the reimbursement payment.

Please note: This policy does not pertain to the Police Officers whom have attended the Criminal Justice Police Academy.

Travel and Subsistence Allowance

Statement of Policy

When employees of the City of Georgetown are required to travel on official business, the City will pay reasonable amounts for transportation, subsistence and lodging. Anyone else, including spouses and children, traveling with employees will do so at the expense of the employee.

Travel

- A. The City may purchase tickets in advance for employees traveling by common carrier. All employees shall travel in economy class, no exceptions.
- B. All trips, made by City employees on City business, in their own vehicles, for which reimbursement is expected, must be approved by the Department Head or the City Administrator, in writing, before the trip begins.
- C. If it becomes necessary for the City employee to use his/her own vehicle on City business, the employee will be reimbursed at a rate equivalent to that allowed by the Internal Revenue Services. However, if there is a City vehicle available for an employee to use, the employee must use the City vehicle.

Subsistence

Employees shall be paid a daily meal allowance per day while on official City business away from Georgetown for an entire workday or more. Per diem rates will be paid in accordance with the current standard South Carolina Federal Per Diem Rates.

- A. An allowance will only be advanced (paid to the employee prior to the trip) when the employee will be out of town for at least one entire day. In all other cases, allowances will be paid upon return and submittal of an expense report. Receipts are not required.
- B. All other miscellaneous expenses (e.g. taxi fares, parking facilities, road tolls, etc. incurred in conjunction with City business will be completely reimbursed when supported by receipts.
- C. The City will pay the actual cost to the employee when meal prices are set by the host and exceed the scheduled allowance for that meal when attending conference, seminars, etc.
- D. When meals are provided by the host at no expense to the employee, the City will deduct the scheduled amount for those meals from the employee's total daily allowance.

Lodging

When lodging is required, employees are expected to utilize standards, medium priced hotels and motels whenever possible. If an employee is to attend a formal, organized meeting or convention, the hotel or motel where the meeting is to be held may be used. In all cases, the City will pay no more than regular single room rates. Receipts must be presented for all lodging.

Advances

Travel advances may be made to cover anticipated travel expenses with the prior written approval of the City Administrator.

General

All travel must be authorized in advance. All expenses, other than daily allowances, must be supported by an expense report. Each employee, through the Department Head, will submit Personnel Form No. 8 (PF-8) Travel Request, to the City Administrator for approval. Requests for advance travel pay must be approved and received by the Finance Department no later than noon on Wednesday of the week prior to commencement of travel. In addition, Personnel Form No. 9 (PF-9), Travel Expense Statement, must be submitted to the City Administrator within seven working days after returning to work. Employees will not be compensated for overtime when attending host events that are held outside of their regular schedule working hours. (e.g., optional after hour receptions, cocktail events, after hours networking events, etc.)

Conferences that are within the 60 miles of the City of Georgetown that are a multiday conference have to be pre-approved by the City Administrator to attend.

Retiree Insurance Coverage

Retiree insurance benefits will be established by Mayor and City Council. The benefit and contribution requirements are not guaranteed. Mayor and City Council has retained the right to unilaterally modify its payments toward retiree health care benefits at any time.

To be eligible for City-funded retiree insurance benefits, an employee must:

- A. be eligible for benefits under the S.C. Retirement Systems and fully retire with the City of Georgetown
- B. have at least twenty (20) years of continuous service

The City sponsors a defined benefit postemployment healthcare plan (the “OPEB Plan”) that provides medical and dental insurance to retirees. Eligibility and benefit provisions are different for the following groups:

- A. Employees hired prior to July 1, 2022 - Post-65 retirees will be transitioned to the Medicare Advantage Program. The Post-65 retiree will be responsible for full cost of the Medicare Advantage Program. The spouse and any eligible dependents of a retiree who becomes eligible for Medicare coverage would be eligible to continue coverage as an “active employee” as long as the premium is paid and the retiree maintains coverage under the Medicare Advantage Program. Disability related retirees must have at least twenty years of continuous service to receive city-funded insurance benefits. Once the disabled retiree becomes eligible for Medicare coverage, city-funded insurance benefits may be terminated. An exception may be considered if an employee is injured in the line of duty. Retirees who are rehired by the City will be treated the same as other retirees for the purpose of City-funded insurance benefits.
- B. Employees hired on or after July 1, 2022 – retirees are eligible to continue coverage under the ‘retiree only’ insurance tiers and will be responsible to pay the full premium. Spouses and dependents of the retiree are not eligible to participate in the city insurance benefits.

Workplace Guidelines

Attendance & Electronic Time Recording

Purpose

The purpose of this policy is to establish clear expectations to employees regarding time and attendance. Punctual and regular attendance is an essential responsibility of each City employee. The City recognizes the need for employees to be absent from work due to illness, planned vacations, appointments, bereavement, etc. However, it is also the responsibility of the City to provide excellent and continuous service to its residents and customers, which cannot be achieved without adequate staff. The City has obligations under multiple laws to maintain accurate attendance and time records with regard to its employees. In an effort to facilitate its record keeping responsibilities, the City has implemented an electronic time clock system (E-TIME) for tracking employee attendance and hours worked. Every City employee has important

individual responsibilities with regard to attendance, record keeping, and the use of the City's electronic time clock system.

Definitions

Exempt Employee – Pursuant to the FLSA, exempt employees do not receive overtime pay or compensatory time off for those hours worked over 40 in a workweek. Exempt employees are expected to work whatever hours are necessary to satisfactorily perform their job responsibilities without regard to the number of hours worked.

Fair Labor Standards Act (FLSA) – The FLSA of 1938 as amended establishes minimum wage, overtime pay, and exemptions from overtime, recordkeeping, and timekeeping standards.

Nonexempt Employee – Employees classified as nonexempt receive hourly wages. Nonexempt employees must be compensated either overtime or compensatory time for all hours worked over 40 hours in a workweek. Special overtime rules exist for non-exempt law enforcement and fire service personnel.

Tardiness – When an employee fails to report to work at his/her scheduled starting time and/or return to duty promptly at any point during the normal schedule (e.g., lunch) without supervisory approval.

Unscheduled Absence – Absence for which the employee has not received pre-approval.

Attendance

Authorized Absence – Occurs when all of the following conditions are met:

- A. The employee provides advance notice to the supervisor compliant with the City's General Leave Policy, or in the case of an emergency or sudden illness, the employee has notified their supervisor or Department Head within 30 minutes of their scheduled start time.
- B. The employee's supervisor has approved the absence.
- C. With the exception of pre-approved FMLA, Worker's Compensation or other unpaid leave, the employee has sufficiently accrued leave time to cover the absence.

Excessive Absences – Excessive absences exist when an employee's absence from work, whether authorized or not, has an adverse effect on the department's ability to complete normal work requirements, or provide normal services. The employee's frequent absences render the employee unavailable for work, thus creating a hardship on the department. Such absences do not include pre-approved general leave, Family Medical Leave, jury duty, worker's compensation, bereavement leave, etc. However, leave for Family Medical Leave and Jury Duty should be scheduled with the employee's department and any updates or deviations from the schedule should be reported to department immediately. In cases where there is a pattern of excessive, unauthorized or unscheduled absences, additional time and documentation restrictions such as a physician's excuse will be required of the employee for requesting and obtaining leave approval, or the employee will be subject to disciplinary action up to and including termination.

Attendance Procedure

If an employee is going to be absent (unplanned) or tardy for work, they must notify their Supervisor or Department Head within 30 minutes of their scheduled start time or it will be marked as an unscheduled absence.

If an employee is absent from work for three consecutive days without any contact with their supervisor, department head or Human Resources, they will be considered to have abandoned their position and be terminated from employment.

Electronic Time Recording

Employees are to record their time and attendance as provided for within this policy.

For attendance and time record purposes, employees will necessarily fall into one of two (2) distinct groups: (a) salaried exempt employees; and (b) non-exempt employees. The Fair Labor Standards Act requires different record-keeping responsibilities for the City for these two groups. Salaried exempt employees are not eligible for overtime compensation. In contrast, non-exempt employees are entitled to overtime compensation for all hours actually worked in excess of the overtime threshold prescribed by law. If employees are unsure whether they are a salaried exempt employee or a non-exempt employee, they need to contact the Human Resources Department.

Employees are absolutely prohibited from clocking in or out for another employee. The employee (and no one else) is the only person permitted to use his/her employee badge ID number to clock in or out. Anyone who clocks in or out for another employee, who permits another employee to possess his/her ID badge, who requests that another employee or person clock in or out on his/her behalf, or who allows another person to clock in or out for the employee is subject to severe disciplinary action up to and including termination.

The City recognizes that, from time to time, unique circumstances will arise that may warrant a temporary modification to scheduled work times and assigned work locations. Department heads are authorized, on a limited, case by case basis, to permit non-exempt employees to work outside of their normally scheduled hours in a work week in which a non-exempt employee has missed scheduled work hours due to a medical appointment, etc. Discretion to permit temporary work schedule modifications rests exclusively with the City. Non-exempt employees must realize that there are some positions that have duties that must necessarily be performed across normal business hours – without exception.

Electronic Time Recording Procedure

Every City employee is issued an Employee “Badge” ID number and password in order to access the electronic time clock system.

Every employee is required to "clock in" at their scheduled starting time using the electronic time clock system which is accessed through the City phone system.

Non-exempt employees are required to clock in by using the phone system no earlier than seven (7) minutes prior to their scheduled starting times unless authorized to do so, in writing, by their

Supervisor or Department Head. Non-exempt employees are required to obtain written approval from their supervisors before working overtime or additional time in excess of their scheduled hours. Employees may still be disciplined for clocking in or out before or after their scheduled starting and ending time.

Exempt employees are required to clock in only upon their arrival for work. The City, at its discretion, may require exempt employees to clock in and/or out under other circumstances. Exempt employees are expected to abide by the guidelines of this policy and adhere to the established work hours as directed by their supervisor. Failure to follow this policy and a supervisor's reasonable directive may result in counseling and subsequent discipline.

"Edits" (changes, corrections, manual entries, etc.) may be made by the Departmental Time Clock Administrator or other authorized member of the City's Administration or Finance department. Employees who experience problems with the electronic time clock, who fail to clock in as required by this policy, or whose work schedules or obligations present special time recording issues must immediately inform their Supervisor, the Time Clock Administrator, or some other authorized member of the City's management team. Time sheet falsification is subject to disciplinary action, up to and including termination.

The City will utilize a quarter hour "rounding" practice for non-exempt employees. (The quarter hour rounding practice is sometimes referred to as the "seven/eight" rule.) This means that a time entry will be "rounded" up or down to the nearest quarter hour. For example, an employee who clocks out at 5:07 P.M. will be treated as having clocked out at 5:00 P.M. An employee who clocks out at 5:08 P.M., however, will be treated as having clocked out at 5:15 P.M.

Meal Breaks

For non-exempt employees, a standard meal break [either thirty (30) consecutive uninterrupted minutes or one (1) hour, depending upon the Department] will automatically be deducted from an employee's work time each day. Due to the unique nature of Public Safety employee schedules, rules regarding meal breaks may differ from those set forth in this policy. Non-exempt employees (who are not working in the field/away from their assigned work location) are required to clock out at the commencement of their meal break(s) and to clock back in at the conclusion of their meal break(s). Meal breaks should be taken away from the employee's work area. Non-exempt employees whose duties on a particular day do not allow for a full meal break are required to notify the Time Clock Administrator, their Supervisor, or some other authorized member of the City's management team of this circumstance so that an appropriate adjustment can be made. Non-exempt employees (who are not working in the field/away from their assigned work location) are required to clock out upon the leaving for the day or when leaving their assigned worksite for a medical appointment, etc.

Personal Appearance Policy

The City of Georgetown considers personal appearance of employees to be extremely important. It is expected that employees present a high degree of professionalism to our customers. In order to maintain this high degree of professionalism, employees are required to dress in a manner compatible with a professional image.

The following guidelines are provided to clarify acceptable dress and appearance standards in the workplace:

1. Uniformed Employees:

Many employees are required to wear uniforms issued by the City. Each department will provide employees who wear uniforms with personal appearance guidelines as they relate to the uniforms worn in that department. Generally, non-issued items should not be worn with your uniform unless approved by the appropriate supervisor. Please note if the City issues you a uniform, they must be returned at the time of termination to avoid payment for the uniform.

2. Non-Uniformed Employees

The City of Georgetown strives to provide a work environment that is free of offensive or provocative conduct. This includes the manner in which employees dress. Therefore, clothing that is unacceptable in the workplace includes, but not limited to the following:

Jeans (Exception is on Fridays); shorts; sweatpants; athletic attire; halter tops; miniskirts; Skirts can be worn (Exception is 3 inches above the knee); skorts; spandex or other form fitting garments; distracting or revealing clothing; bib overalls; sexually provocative clothing; T-Shirts; tank tops; Shirts that expose the midriff; any suggestive slogan T-Shirts; Any torn or ripped or dirty clothing; bare feet; or beach flip flops.

The list above is not all inclusive and styles may change over time; thus, management reserves the right to determine appropriateness when necessary. **If you are unsure an article of clothing is acceptable, most likely it isn't. When in doubt don't wear it.**

Gifts and Gratuities

To comply with the State Ethics Act which prohibits employees from soliciting or accepting gifts of more than a nominal value. No employee may directly or indirectly solicit, accept, or receive a gift when it could be inferred that the gift was intended to influence the employee in their performance of their official duties or was intended as a reward for an official act on their part. A gift can be defined as any benefit, favor, service, privilege, or things of value that could be interpreted as influencing an employee's impartiality. A gift includes, but not limited to meals, trips, money, loans, rewards, merchandise, tickets to sporting or cultural events, entertainment, and personal services or work provided by city suppliers or contractors. This policy is not intended to prohibit the acceptance of items of nominal value that are distributed generally to all employees.

Disciplinary Action

The City of Georgetown expects employees to meet its standards of performance and behavior and to comply with and carry out City of Georgetown rules and directives. As is the case with all organizations and entities, instances arise when an employee must be reprimanded, suspended,

demoted or terminated, with or without notice. The City of Georgetown will administer discipline according to the situation and the City's needs. Importantly, the City does not guarantee and does not promise that progressive discipline will be used. Any disciplinary action that is administered will be at the sole discretion of the City.

Types of Disciplinary Action:

The City of Georgetown does not guarantee and does not promise that progressive discipline will be used. Employees should have no expectation that progressive discipline will be used. Below are some examples of the types of disciplinary action that can be imposed:

- A. Letter of counseling/caution
- B. Written warning
- C. Suspension
- D. Demotion
- E. Termination

Certain types of disciplinary actions may result in an employee losing pay, such as a suspension or demotion.

Examples of Conduct Warranting Disciplinary Action

It is not possible to list all acts and omissions which may result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct depends upon a number of factors including but not limited to the length of the employee's service, the quality of that service, the employee's prior disciplinary record, the seriousness of the misconduct, and the impact of the misconduct on others. The disciplinary action which is administered for any particular act or acts of misconduct rests in the sole discretion of the City of Georgetown. The following list is merely representative of some of the more obvious types of misconduct which may result in discipline up to and including discharge:

- A. Incompetency.
- B. Unauthorized absence.
- C. Insubordination, including disrespect for authority, or other conduct that tends to undermine authority.
- D. Intentional failure or refusal to carry out instructions.
- E. Unauthorized possession or removal, misappropriation, willful destruction, theft or conversion of City of Georgetown property or the property of others.
- F. Violation of safety rules, neglect, or engaging in unsafe practices.
- G. Interference with the work of other employees.
- H. Threatening, coercing, or intimidating fellow employees.
- I. Dishonesty.
- J. Willful disregard of others.
- K. Excessive tardiness or absenteeism.
- L. Failure to provide or falsification of any information required in the employment application.

- M. Failure to report properly an accident or personal injury.
- N. Neglect or carelessness resulting in damage to city property or equipment or the property or equipment of others.
- O. Repeated convictions during employment on misdemeanor and/or traffic charges. (This provision is in no way intended to limit the City of Georgetown's ability to terminate the employment relationship for a single incident or an incident that does not result in a conviction. See section (q) below.)
- P. Introduction, possession, or use of illegal or unauthorized prescription drugs or intoxicating beverages on city property or while on duty anywhere; working while under the influence of illegal or unauthorized drugs or intoxicating beverages; or the off-the job illegal use or possession of drugs. (For purposes of this policy, an employee shall be determined to be "under the influence" if the employee has any detectable amount of any such substance in his/her system.)
- Q. Acts of misconduct at any time which are unbecoming of a representative of the City of Georgetown and which reflect unfavorably upon it. (This necessarily includes "charges" of misconduct.)
- R. Unsatisfactory performance.
- S. Inappropriate behavior or conduct directed toward or affecting a co-worker, vendor, customer, or member of the public.
- T. Violation of the City's policies and procedures.
- U. Any other reason deemed appropriate by the City.

Grievance Procedure

General

This procedure is adopted in accordance with the "County and Municipal Employees Grievance Procedure Act," Section 8-17-110, *et seq.*, Code of Laws of South Carolina, 1976, as amended.

1. A grievance is defined as a complaint by an employee that he has been treated unlawfully or in violation of the employees' rights under City policies regarding the employee's employment. This definition includes, but is not limited to, discharge, suspension, involuntary transfer, promotion, and demotion. An employee's level of compensation or classification is not the proper subject of a grievance except as it applies to alleged inequities within the employee's department. However, if an employee believes he has not received or been credited with or has otherwise lost wages or benefits to which the employee is entitled, the employee must present the grievance in accordance with this procedure.
2. An employee who believes the employee has a grievance must follow the following procedure:
 - Step 1. The employee must file the grievance within 10 calendar days of the event giving rise to the grievance or the employees' knowledge of the events giving rise to the grievance. The employee is to follow the chain of command in the employees

department, appealing to each successive level of supervision. These steps may be oral. At each level, each supervisor has four calendar days to render a decision. If no decision is made within this time, the grievance is considered denied. If a supervisor at a particular level is unavailable to consider the grievance, it is considered denied and the employee is to appeal to the next level of supervision.

Step 2. If the head of the department in which the employee is employed denies the grievance, this decision is final as to any grievance brought by an employee in his/her initial probationary period. A new employee is considered probationary until the probationary evaluation is completed and approved by the department head.

3. Employees other than probationary employees may appeal to the Employee Grievance Committee the denial of their grievances by department heads by filing a written request for appeal at the City's Human Resources Department. This must be done within seven calendar days of the department head's denial of the grievance. The written request for appeal must include the following information:
 - a. the purpose of the appeal and what recommendation is requested of the Grievance Committee, and
 - b. a statement that the chain-of-command has been followed in the appeal as is required by the grievance procedure

The Human Resources Department will assist in preparing the appeal, if requested.

4. Within ten days of receiving the employee's request, the Grievance Committee chair will schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department and the Human Resources Department.

The Employee Grievance Committee

The city council appoints a committee composed of seven (7) employees to serve for terms of three (3) years, except that the members appointed initially are appointed so that their terms will be staggered. The city council may also appoint two alternates to serve when other members are disqualified or unable to serve. Approximately one-third of the terms shall expire each year. A member continues to serve after the expiration of the term until a successor is appointed. Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term is for the unexpired term. Any member may be reappointed for succeeding terms at the discretion of the city council. All members are selected on a broadly representative basis from among City employees. Members employed in the same department as the grieving employee and members having formed an opinion on the issues prior to the hearing may not participate in that employee's hearing.

- A. The Committee annually selects its own chair from among its members. The chair serves as the presiding officer at all hearings that the employee attends but may designate some other member to serve as presiding officer in the employees' absence. The chair has

authority to schedule and to re-schedule all hearings.

- B. A quorum consists of at least two-thirds of committee members and no hearings may be held without a quorum.
- C. The presiding officer has control of the proceedings. The employee may take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing. Parties must abide by the employees decisions, except when a Committee member objects to a decision to accept or reject evidence, in which case the majority vote of the Committee governs.
- D. The Committee has the authority to call for files, records and papers that are pertinent to any investigation and that are subject to the control of the City; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses; to consider the results of polygraph examinations; and to secure the services of a recording secretary in its discretion. The Committee has no authority to subpoena witnesses, documents, or other evidence, nor may any City employee be compelled to attend any hearing. All proceedings must be recorded. Witnesses, other than the grieving employee and the department representative, are sequestered when not testifying. All witnesses must testify under oath.
- E. All hearings are held in executive session unless the grieving employee requests, at least 24 hours prior to the hearing, that it be held in open session. The official recording and the official minutes of all hearings are subject to the control and disposition of the mayor.
- F. Neither the grieving employee nor the department may be assisted by advisers or by attorneys during the hearing itself. However, the Committee may have an attorney available to it at all times it considers necessary and the human resource director may provide assistance in reading written materials to the Committee at the request of a grieving employee.
- G. In disciplinary actions by department heads and their subordinate supervisors, the employee must receive in reasonable detail written notice of the nature of the acts or omissions that are the basis for the disciplinary action. This notice may be amended at any time 24 hours or more before the commencement of the hearing. The department must demonstrate the disciplinary action is for the good of the City. The department makes the first presentation. The Committee may base its findings and recommendations on any additional or different grounds developed from the employee's presentation.
- H. In non-disciplinary grievances, the employee must establish that a right existed and it was denied the employee unlawfully or in violation of a City policy. The employee makes the first presentation.
- I. In all grievances, the grieving employee and the department are each limited to one hour of initial presentation. The party required to make the first presentation is entitled to a ten-minute rebuttal of the other party's presentation. The chair may appoint himself/herself or another member of the Committee as timekeeper.

- J. In all grievances, presentations may be oral, in writing or both. They may be supported by affidavits or unsworn signed statements from witnesses, records, other documentary evidence, photographs and other physical evidence. Presentations are made by the grieving employee (with reading assistance from a member of the Human Resources Department if the employee desires) and by a managerial employee of the affected department. Parties may request the Committee call witnesses, and a list of potential witnesses should be submitted to the Committee five days prior to the hearing. However, neither party may question the other party or question any witness called by the Committee.
- K. The Committee shall, within 20 days after hearing an appeal, make its findings and recommendation and report such findings and recommendations to the City Administrator for transmittal to the Mayor. If the Mayor approves, the recommendation of the Committee shall be its decision and copies of the decision shall be transmitted by the Committee to the employee and to the head of the particular department involved.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the City's authority to terminate any employee when the City or respective elected or appointed official considers such action to be necessary for the good of the City.

Dual Employment (Outside Employment)

The work of the City of Georgetown should take precedence over any other occupation interests of its employees. All outside employment for salary, wages or commission services and all self-employment must be reported in writing to the appropriate department head and approved in advance. Each change in dual employment shall require separate approval by the Department Head and City Administrator.

Approval shall not be granted in the following situations:

- A. When such dual employment conflicts or interferes or is likely to conflict or interfere with the employee's service to the City.
- B. When such dual employment lowers the efficiency of the employee.
- C. When such dual employment is incompatible or creates a conflict of interest with an employee's official duties, as covered in the South Carolina Ethics Act.
- D. When, in the opinion of the Administrator, Department Heads, and/or the Mayor, such employment creates the appearance of a conflict of interest.

Employees cannot engage in any private business or activity for personal gain while on City work time or while on City premises.

City employees cannot use City equipment, tools, office supplies or other resources for secondary employment, any private business or activity for personal gain.

City employees cannot participate in political campaigning while on City time or use City resources for such purposes.

Rehiring of Former Employees

All employees of the City of Georgetown are employed on an “at will” basis. The City of Georgetown guarantees employment to no one. In the same light, the City guarantees reemployment to no one. An employee who separates from employment with the City, and then subsequently attempts to be rehired by the City of Georgetown, is not guaranteed reemployment. This policy is applicable to all current and former employees.

Former employees, except as provided for below, will be considered for reemployment with the City of Georgetown in any position for which they are qualified. The City will consider all relevant information for all candidates for employment, including but not limited to a former employee’s prior work record with the City of Georgetown.

The City may not use an in-house hiring preference in making re-hiring decisions. External candidates, a term which necessarily includes PORS and SCRS retirees (who have experienced a break in service) seeking to return to employment with the City, do not enjoy an in-house hiring preference.

As a general rule, the City does not rehire former employees who have been terminated for disciplinary reasons as determined exclusively by the City.

Consistent with City’s General Leave Policy, the City pays terminating employees the cash value of half (50%) of accumulated but unused general leave, provided the employee satisfies the requisite conditions for receiving such payment.

All former employees rehired will be treated as a new hire in regards to general leave and longevity.

Former employees who are rehired after being retired will be required to pay health insurance rates at the same level as other retirees.

Vehicle Management Program

Introduction

The purpose of this policy is to provide basic guidelines for City employees in the use and maintenance of City owned vehicles and travel on City business.

General rules

- A. City vehicles shall be operated in a safe and courteous manner at all times.
- B. No one shall be transported in a City vehicle except City employees or others traveling on City business, and immediate family members on a portal-to-portal basis on scheduled work day during normal business hours, except as noted in this policy.
- C. City vehicles shall only be used for official City business.
- D. Seatbelts shall be provided in City-owned motor vehicles where required and seatbelts shall be used at all times.

- E. The City reserves the right to request random driver's license records of City employees from the SC Department of Motor Vehicles to check for DUIs, DWIs, suspended licenses, etc. to ensure that City employees are properly licensed to operate City vehicles.
- F. Employees are prohibited from altering City owned vehicles by adding any personal decorations, signage, or items that reflect their personal views/beliefs that may cause misrepresentation of the City in any way.
- G. Any employee who violates this Vehicle Management Program policy will be subject to disciplinary action, up to and including termination.

Travel in Non-City-Owned vehicles

- A. Travel by City employees on City business, other than on call responses, in their own vehicles for which reimbursement is expected, must be approved, in advance and in writing, by the Department Head or the City Administrator.
- B. If it becomes necessary for City employees to use their own vehicle on City business, employees will be reimbursed at a rate consistent with the IRS standard mileage rates for the current year and the Travel and Subsistence Policy.

Vehicle management

- A. Each City-owned motor vehicle, except as exempted by the City Administrator, shall be plainly marked on each side with an approved City emblem.
- B. Each vehicle shall be assigned an identification number by the Fleet Superintendent or designee. These numbers will be used for radio and report identification.
- C. All City markings shall be removed from each vehicle when disposed of by the City.
- D. No City-owned vehicle shall be operated on any street without a state license plate unless exempt such as a fire apparatus, etc.

Fleet gas cards for City vehicles

- A. Each Fleet Gas Card will contain the City's Fleet Gas Account number, prefix number, card number (different for each card), expiration date and specific City vehicle tag and asset number.
- B. Fleet Gas Cards are to remain in their assigned vehicles at all times, there are exemptions for certain departments where employees will have to request and sign gas cards out Gas cards should never be removed from the assigned vehicles unless they are being used to purchase gas. Each card contains specific vehicle identification information and should only be used for that vehicle. Receipts from vehicle fuel purchases will need to be turned into designated department representatives daily.
- C. Each department will have a MISCELLANEOUS gas card for fuel purchases for Non-Vehicle Equipment. Employees will need to keep receipts when using a Department MISCELLANEOUS card and indicate which piece of equipment it was used for. Department Heads will need to provide allocations for use of miscellaneous gas card.
- D. When using a vehicle, employees should always verify that the correct gas card is in the vehicle before use. If there is no gas card or there is the incorrect gas card in a vehicle, employees must immediately report it to their supervisor.

- E. Employees must immediately report a lost or stolen gas card to their supervisor/department, who should then report it to the Fleet Superintendent.
- F. All employees are responsible for remembering their driver Personal Identification Number (PIN) numbers. Driver PIN numbers are the only way an employee can use the gas card. Driver PIN numbers are unique to each employee; therefore, there is absolutely **no** sharing of PIN numbers amongst employees. If employees forget their PIN number, they must contact their department office manager to retrieve it.
- G. Employee's personal use of the City's Fleet Gas Cards is strictly prohibited. Any employee who violates this policy will be subject to disciplinary action, up to and including termination.
- H. A Driver Guide with instructions on how to use the gas cards will be distributed with all cards and should remain in the vehicles with the gas cards. There is a WEX Connect Mobile App that can be downloaded to a smart phone to quickly find fuel locations around the City that accept fleet gas cards, as well as maps and directions and current fuel prices. Employees are encouraged to utilize this tool. Employees can also visit this link to find locations <http://www.wexinc.com/accepting-locations/>
- I. Reports of fuel usage by driver PIN number, vehicle card number and department will be reviewed weekly by departments and monthly by the Fleet Superintendent in order to verify invoice amounts and identify any irregularities.

Restrictions on use of City vehicles

- A. City owned vehicles assigned to Department Heads or to other City employees, as a condition of employment, may be used by these employees to commute from home to work and from work to home. All other City owned vehicles will be used only for City business. In consultation with the City Administrator, department heads will authorize the assignment of such vehicles using the Assigned Vehicle Form (Form PF-020).
- B. Only those City employees with a valid State driver's license may operate City owned vehicles. In the event that any employee's driver's license is revoked, suspended, or otherwise restricted in any fashion to include the issuance of a (temporary alcohol license), the employee shall immediately inform his/her Supervisor and the Human Resources Department.
- C. Persons not employed by the City shall not operate a City-owned vehicle; provided, however, that the Department Head or Supervisor may authorize non-City employees to pick up and deliver vehicles for repair.
- D. No driver of City equipment will permit carrying passengers in or on any vehicles with these exceptions:
 - a. Other employees on City business.
 - b. Others engaged in advising on or assisting in matters related to City services or improvements.
 - c. City prisoners when being transported to or from a detention center.
 - d. Immediate family members on a portal-to-portal basis on scheduled work days during normal business hours.

The driver shall require all passengers to wear seatbelts and to otherwise comply with applicable laws regarding safety restraints.

- E. City owned vehicles will be parked, when not in use, in a pre-designated parking space in the various City parking lot(s) or facilities. When not in use, vehicles will have all windows closed and doors locked. At no time will the keys be left in the vehicle when it is left unattended. An employee who violates this policy will be subject to disciplinary action, up to and including termination.
- F. Employees not usually authorized to take vehicles home at night or over weekends shall not do so except when the conduct of City business can be facilitated. Examples of when permission may be granted by the Department Head on a daily basis include the following:
 - a. Employee assigned vehicles. These vehicles must remain within a distance not to exceed thirty (30) miles of the nearest Georgetown county line boundary using the shortest, most economical and reasonable route. **See Vehicle Take Home Policy.**
 - b. Drivers of radio-equipped vehicles who are dispatched directly from their residence to the field.
 - c. Drivers of vehicles who perform certain services for the City on a regular basis directly upon leaving or returning to their place of residence.
- G. Use of drugs or alcohol is strictly prohibited.
- H. Personal alterations to city vehicles, to include but not limited to decorations, signage, and items that reflect personal views or beliefs, are strictly prohibited in and on all city vehicles.
- I. Use of tobacco products, including e-cigarettes and smokeless tobacco, is strictly prohibited. All vehicles will have a “NO SMOKING” decal inside the vehicle to remind employees.
- J. Cellular and other wireless devices must not be used while operating a moving licensed vehicle and/or in-gear motorized off-road (maintenance/construction type) equipment due to the distraction and lack of concentration they present to safe work performance. The only exception is for calls placed to 9-1-1. If there is a passenger in the vehicle, it is acceptable to let the passenger make or receive the cellular phone call. See Computer, Internet, Cell Phone and Communications Policy for additional information.

Usage of City vehicles for long distance traveling

- A. On approval of a Department Head and with due regard to the abilities of an employee to operate the vehicle properly, any employee may be granted the privilege of operating a vehicle outside of the City limits of Georgetown while conducting City business.
- B. When employees operate a City vehicle on long distance trips while on City business, employees will be required to keep and maintain a report of such trips including mileage, gas, and oil, and repair expenses incurred on the trip. Employees will be reimbursed for vehicle expenses incurred upon presentation of evidence of payment. In addition, all such reports will be forwarded to the City Fleet Services Department for processing.
- C. No City employee will operate a City owned vehicle on a long distance trip, or on any portion of a long distance trip, for his/her personal use or to handle private business.

Vehicle Use – Take Home Vehicle

Purpose

This policy is established to ensure Department-assigned vehicles are used in accordance with the mission of the Department. For the purposes of this policy, Department-assigned vehicle includes any vehicle assigned to, leased or rented by the Department.

Policy

Department Heads may assign take-home vehicles based on departmental need such as emergency response to critical incidents, tactical deployments, increased visibility in the community and other considerations. It is a requirement of any assigned take home vehicle that the employee reside within thirty (30) miles of the Georgetown County line boundary using the shortest, most economical and reasonable route for use pursuant to the following guidelines and procedures.

All personnel must recognize that they are representatives of the City of Georgetown and must be cognizant of the constant public scrutiny they will be under while operating their take-home vehicles off-duty. Employees must at all times conduct themselves in a professional manner.

The following rules apply to those employees who are assigned a take-home vehicle:

- A. Employees will maintain the vehicle in a state of readiness. The vehicle shall always have sufficient fuel.
- B. Employees shall not operate a Department vehicle at any time when under the influence of drugs and/or alcohol.
- C. Employees while in an off duty status and operating a Department vehicle, marked or unmarked, shall not stop at or frequent a business whose primary business is the sale of alcohol. Example: liquor store/bar.
- D. Employees and passengers are prohibited from smoking tobacco products while in the vehicle.
- E. Communications equipment such as radios will remain on during all vehicle usage.
- F. GPS equipment will remain on during all vehicle usage.
- G. Employees shall obey all traffic regulations (e.g., speed limits, parking regulations, seat belts, shoulder harnesses, and child restraint seats.)
- H. Employees shall not park their assigned take-home vehicle at any commercial, public, or private location for compensation.
- I. Employees shall not permit any other person to operate their assigned take-home vehicle (e.g., spouse, children, friends, etc.)
- J. Employees shall not use their take-home vehicle to transport pets, carry excessive loads, or carry protruding objects.
- K. Employees may use the vehicle to conduct personal business within City limits, except when off duty (Command staff are excluded from this exception).
- L. Employees will wear some type of identifying attire, i.e., Department approved shirt, hat, or display a city ID/badge on their person.

Parking:

- A. The vehicle shall be parked in the driveway or garage at the employee's residence.
- B. In the event there is no residence parking the employee will park the Department vehicle in a parking space closest to the residence, preferably within eyesight of the residence and under lighting during the nighttime.
- C. Vehicles will be locked at all times.
- D. When the employee will be away (e.g., on vacation) for periods exceeding one week, the vehicle shall be stored at a City facility or the City of Georgetown Police Department.
- E. All office identification, portable radios and equipment shall be secured.

Maintenance:

- A. Employees are responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicles.
- B. Employees shall make daily inspections of their assigned vehicles for service/maintenance requirements and damage. It is the assigned employee's responsibility to ensure that the employee's assigned vehicle is maintained according to the established service and maintenance schedule.

Incident Reporting: Employee shall report to the department the following incidents:

- A. All damage sustained to a vehicle immediately to reporting supervisor.
- B. Moving violations outside the jurisdiction.
- C. Parking violations issued to the department vehicle.

All damage or accidents need to be reported to the Department Head and Risk Manager within 24 hours.

Computer, Internet, Cellphone and Communications Policy

The City of Georgetown maintains a computer network and an electronic mail system. The City provides internet access for employees through the City's computer system. The City also provides cell phones to employees in certain positions, in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services. The computer, e-mail system, internet access and cell phones are provided for the sole purpose of conducting and facilitating City business. City employees are required at all times to use this equipment, systems, and access in a responsible and professional manner. The City will monitor through its software systems the employee(s) use of computers, internet, e-mail, cell phone and/or other communication equipment. Employees should be aware that our security systems are capable of recording all web traffic and each file transfer into and out of our network. The City reserves the right to do so at any time.

City Property

All City communications equipment and services, including any messages or images transmitted or stored on them, are the property of the City. The City may access, monitor, delete, and/or

disclose employee telephone calls, e-mails and other communications and files as the City deems fit. **SPECIAL NOTE:** If a City employee does not wish for information, communications, or images to be accessed by the City, then the employee should not use City communications equipment or services to store or transmit the information, communications, or images. Employees should have absolutely no expectation of personal privacy when using City communications systems. The City reserves the right to access, review, copy, delete any or all e-mail messages for any purpose and to disclose them to any party as is deemed appropriate.

Improper Use (General) Prohibited

Improper use of the City's communication equipment and services may result in disciplinary action up to and including termination of employment. Improper use includes, but is not limited to, any harassing, offensive, demeaning, insulting, intimidating, threatening, hostile, vulgar, profane, obscene or sexually suggestive written, recorded, stored, or electronically transmitted images or messages. City equipment may not be used to download entertainment software or to play games.

Cell Phones/ Wireless Devices

The City recognizes that employees are our most valuable asset. Our City is firmly committed to the safety of our employees and will do everything possible to prevent workplace accidents and is committed to providing a safe working environment. Driver inattention is a factor in a majority of motor vehicle accidents. The City is not only concerned about the welfare of our employees, but also the welfare of others who could be put in harm's way by inattentive driving.

As a driver, employees' first responsibility is to pay attention to the road. When driving as a representative of the City the following procedures should be followed:

- Allow voicemail to handle calls and return them when safe.
- If employees need to place or receive a call, pull off the road to a safe location and stop the vehicle before using the phone.
- Ask a passenger to make or take the call.
- Inform regular caller of the best time to reach you based upon your driving schedule.
- The only exception to this policy is for calls placed to 9-1-1 or emergency public safety reasons.
- If placing or accepting an emergency call, ask the caller to hold briefly until you can safely pull your vehicle off the road.
- Under no circumstances should employees use cell phones during adverse weather or difficult traffic conditions.
- Always avoid or terminate phone calls involving stressful or emotional conversations.
- No personal calls should be made or taken.
- Texting or usage of any wireless device while driving is prohibited.

NOTE: These provisions also apply to personal cell phone usage. Use of cell phones for personal conversations is restricted to non-duty time, such as breaks, lunch, etc. and in designated break areas.

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance.

Improper Use (Specific Types) Prohibited

It is impossible to list all acts and omissions pertaining to the City's communication systems which are inappropriate and which will subject an employee to disciplinary action up to and including termination. The above section addresses in general fashion, harassing and offensive communications and information. This section lists some of the other, more obvious types of prohibited activities. This list is not exhaustive.

- Illegal activities
- Commercial activities, Direct or Indirect, for Profit or Personal Gain
- Recreational Activities (e.g., games)

Employees may use their Internet facilities for non-business research or browsing during their meal break or after hours, provided, however, they are allowed access to the facilities during these times. Internet usage is a **PRIVILEGE** and **NOT A RIGHT**.

Authorship and Sources of Communication

City employees are prohibited from providing misleading or false information regarding the source or authorship or documents, information, messages, or images.

Accessing Information

Use of City provided equipment or facilities to access any commercial on-line service or Internet provider is authorized only through use of a City provided internet browser and City provided service provider. Use of internet providers or accounts other than those issued by the City will only be permitted when specifically authorized by the City. Accessing databases for which there are access or usage charges is not permitted without proper authorization.

Circumventing System Controls

Any attempt to circumvent communications system controls, access unauthorized programs or information OR violate security systems will result in serious disciplinary action up to and including termination. (This provision is in no way to be construed as a limit on the City's ability to access any information that has been stored or transmitted through the use of the City's systems.)

Authorized Software

Only City authorized and acquired licensed software can be installed and used on the City's computer equipment. The City must authorize use of any software before it is installed on City equipment.

Passwords and Access Codes

All employee passwords and access codes must be disclosed as required to the City. Employees are prohibited from divulging passwords or access codes to other employees or outside sources without proper authorization.

Email Etiquette

- Courtesy – Always be polite.
- Proofread your messages. Check spelling and grammar. Remember to project a professional image while sending correspondence.
- Be effective and efficient – Keep your messages brief and to the point.
- Remarks – Be careful what you say and who you quote. Be careful when using humor or sarcasm. Emails and text messages can be easily misinterpreted.
- REMEMBER that electronic messages are potentially recoverable and may be available to others under the Freedom of Information Act.
- Be aware that the recipient of your e-mail may forward your e-mail to other e-mail addresses without your knowledge or consent.
- DO NOT FORWARD Attorney/Client Privilege e-mails.

Third Party Usage

This policy applies to all employees, contractors, part-time employees, interns, volunteers and other individuals who might be provided access to the City network/communications equipment.

Employee Termination, Leave of Absence, Vacation or Other

Employees who are terminated or laid off have no right to the contents of their e-mail messages and are not allowed access to the e-mail system. The City may access an employee's e-mail if employees are on leave of absence, vacation or are transferred from one department to another and it is necessary for the City's business.

Social Networks, Personal Websites and Blogs

Social networking, personal websites, and blogs have become common methods of self-expression. The City respects the right of employees to use these media during their personal time. Employees may not access social media sites, other than for business use, during working hours or using City equipment.

Employees must understand that material posted on these media may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, that are unlawful, that contain personal attacks on coworkers, that reasonably call into question the employee's judgment, or that reasonably cause concern among the public may result in discipline, up to and including termination from employment. Similarly, conduct that would violate City policies if done in person also violates City policy if done through social media. Employees may not disclose confidential information over social media or similar sites.

Employees who post on media sites and who have identified themselves as a member or employee of the City on those sites must make it clear that they are expressing their own views and not those of the City.

Teleworking

Telework allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The City of Georgetown considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telework may be appropriate for some employees and jobs but not for others. Telework is not an entitlement, it is not a citywide benefit, and it in no way changes the terms and conditions of employment with the city.

Telework is a work schedule alternative, which permits work to be done at home that the city may offer to some employees when it would be a benefit for the employee and the city. It is the process whereby employees conduct City work (during all or a part of their scheduled working hours) while not located on the city premises.

Telework can be informal, such as working from home for a short-term project or on the road during business travel, or formal, such as a set schedule for working away from the office as described below. Either an employee or department head can suggest teleworking as a possible short-term work arrangement. Department Heads can telework with the pre-approval of the City Administrator.

Any telework arrangement made may be discontinued at will and at any time at the request of the employee or the department head. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting, childcare and other issues that may arise from the termination of a telework arrangement. There may be instances, however, when no notice is possible.

Eligibility

Telework applications are submitted by the employee to the department head. The department head reviews for approval and submits to the Human Resources Division for next level of approval. The City Administrator will have the final approval. Approvals will be considered on a case-by-case basis. Telework might not be feasible within some departments or for certain positions within a department. Telework should not be abused and will be decided by the City Administrator on a case-by-case basis.

Before entering any telework agreement, the employee and department head, with the assistance of the Human Resources Division, will evaluate the suitability of such an arrangement, reviewing the following areas:

- A. Employee suitability. The employee and department head will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- B. Job responsibilities. The employee and department head will discuss the job responsibilities and determine if the job is appropriate for a telework arrangement.
- C. Equipment needs, workspace design considerations and scheduling issues. The employee and department head will review the physical workspace needs and the appropriate location for the telework.
- D. Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and department head agree, and the Human Resources Division concurs, a proposed agreement will be prepared and sent to the City Administrator for approval.

Evaluation of the telecommuter performance during the telecommuting period will include regular interaction by phone and email between the employee and the department head, manager, or supervisor, and discussion of work progress and problems.

Equipment

On a case-by-case basis, the city will determine, with information supplied by the employee and the department head, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telework arrangement. The Information Technology Division will serve as resources in this matter. Equipment supplied by the city will be maintained by the city. The city reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the city is to be used for city business purposes only. Use of city equipment for purposes other than city business is strictly prohibited and such unauthorized use will be subject to disciplinary action up to including termination.

The employee must sign an inventory of all city property received and agree to take appropriate action to protect the items from damage or theft. If, at any time during the telework agreement period, a piece of equipment is lost, stolen or damaged, the employee must fill out a loss report and report the incident to their department head and the Information Technology division. Upon termination of the telework agreement or overall employment, all company property will be returned to the company, unless other arrangements have been made.

The employee will establish an appropriate work environment within his or her home for work purposes. The city will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the

home office space. The city will not be responsible for paying additional cost of utilities such as, but not limited to, electricity due to the use of electronic devices while teleworking.

Security

Consistent with the City's expectations of information security for employees working at the office, telework employees will be expected to ensure the protection of proprietary city and customer information accessible from their home office. Steps include the use of locked doors, file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the workers' compensation policy. Telework employees are responsible for notifying the employer of such injuries as soon as possible. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telework is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective teleworkers are encouraged to discuss expectations of telework with family members prior to entering an agreement.

Time Worked

Telework employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the city's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's department head. Failure to comply with this requirement may result in the immediate termination of the telework agreement and disciplinary action up to and including termination. Refer to Payment of Wages policy on page 8.

Ad Hoc Arrangements

Temporary telework arrangements may be approved for circumstances to include but not limited to inclement weather, pandemics, special projects, and business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the city and with the consent of the employee's health care provider, if appropriate.

All informal telework arrangements are made on a case-by-case basis, focusing first on the business needs of the city.

Please note: *Telework is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective*

teleworkers are encouraged to discuss expectations of teleworking with family members prior to entering a telework agreement.

Responsibilities

1. Employee

- 1.1. Become familiar with guidelines for teleworking.
- 1.2. Propose a telework arrangement to their supervisor.
- 1.3. Complete and sign the Teleworker's Agreement and propose desired modifications.
- 1.4. Abide by the terms and conditions of the Teleworker's Agreement.
- 1.5. Set up a dedicated telework area that is safe for the employee and others entering it.
- 1.6. Establish work practices that make the telework arrangement transparent to customers. Customers should not be inconvenienced in their dealings with the employee or city.
- 1.7. Report to city work locations as required for meetings, training, etc.
- 1.8. Report Teleworking Agreement work output on a regular basis.
- 1.9. Safeguard proprietary information (regardless of form).

2. Supervisor / Department Head

- 2.1. Become familiar with guidelines for teleworking.
- 2.2. Consider employee requests to telework that would benefit the teleworker and do not adversely affect city interests.
- 2.3. Decide if a telework arrangement is beneficial to the employee and to the city.
- 2.4. Work with employees to complete the Teleworker's Agreement and ensure that the employee receives a copy of the completed agreement and all subsequent changes.
- 2.5. Give and explain to employees a copy of the Teleworker's Agreement.
- 2.6. Update Teleworker's Agreement if any aspect of the original agreement changes.
- 2.7. Review instructions for computer security and safeguarding proprietary information with employee.
- 2.8. Maintain inventory of City-owned equipment in employee's telework space.
- 2.9. Continue normal management activities including career development, ongoing feedback and performance appraisals. Monitor and request reports on teleworking.

3. Human Resources Department

- 3.1. Assist and encourage employees/supervisors wishing to implement telework arrangements.
- 3.2. File original signed Teleworker's Agreement in the Official Personnel File.

Workplace Safety

Safety

Purpose:

The purpose of this policy is to establish a system to provide for the safety of each City employee. By encouraging and aggressively striving for a safe workplace, each employee's

ability to earn a living is protected, as is the City's investment in its employees. The City, therefore, will be able to deliver services to its citizens in a safe, efficient and effective manner.

Safety Coordinator:

The City Administrator will appoint a Safety Coordinator(s) to develop and administer an occupational safety program for City employees. The Safety Coordinator will assist departments in developing contingency plans and policies for the safety committee and submit them to the City Administrator for approval. The coordinator(s) shall be responsible for the following activities:

- A. Organizing and guiding the City Safety Committee.
- B. Serving as contact point for all work site inspections involving the Department of Labor and OSHA.
- C. Assisting Risk Management with coordinating the timely reporting, investigation and processing of Workers' Compensation Claims and investigating possible causes of accidents and making recommendations to the City Safety Committee.
- D. Maintaining comprehensive records of accident/injury experience and ensuring all appropriate OSHA logs are filed. Analyzing all records and cost reports for statistical data indicating trends, problem areas and overall safety performance.
- E. Conducting safety training or providing for the coordination of effective Safety training.
- F. Coordinating regular meetings of the Safety Committee and maintaining minutes of meetings; Forwarding committee recommendations to the Department Heads' management team with regard to potential disciplinary action or other Safety Committee recommendations.

Department Head responsibilities:

All Department Heads are charged with the responsibility of providing the type of work environments, work procedures and services to the public that will promote, to the greatest extent possible, the safety of the City employees and the general public. Department Heads shall initiate and actively support a Departmental Safety Program that will integrate safety principles and accident prevention techniques in all work programs and services to the public. They shall:

- A. Develop, publish and enforce reasonable, practical safety procedures pertinent to the activities conducted by the Department as well as procedures required by State or Federal laws.
- B. Inform all employees about safety procedures placed in effect and take steps to provide each employee with a printed copy (Departmental Safety Policies) of all such procedures that apply to each employee.
- C. Establish and maintain a system of safety inspections, accident investigations and pertinent safety performance records.
- D. Provide continuing job training and safety instruction for all employees in their Department. Ensure that all new and temporary employees receive instructions on the safe use and operation of all equipment as well as the proper and safe way to perform jobs.
- E. Inform the Safety Coordinator of training needs and/or arrange training courses in

coordination with the Safety Coordinator.

- F. Documents of all safety training should be forwarded to Risk Management. Employees are to sign a form indicating that they have received the training and the Department Head or supervisor will sign off as verification of the training received.
- G. Personally interview each employee who suffers a “serious” on the job injury. For purposes of this policy, “serious injury” is defined as “any injury requiring medical treatment from a medical professional including EMS personnel. Provides safety leadership through action.

Supervisor responsibilities:

The full potential of effective accident prevention can only be realized when supervisors cooperate in all phases of the Safety Program. Their close contact with the work environment and the people performing the work makes them the best qualified to translate safety principles into accident prevention on the job. They must know the details of each job they supervise to recognize potentially hazardous situations. They must enforce the safety procedures and guidelines that apply to the work they supervise. They will:

- A. Provide and document all needed job and safety training to employees in cooperation with the Department Head.
- B. Provide continuing safety instruction while issuing daily work assignments, focusing attention upon potential hazards, changes in work conditions or procedures, etc.
- C. Recommend further training as needed.
- D. Actively support safety promotional measures and continuously observe and evaluate work conditions and work procedures to detect and correct unsafe practices or conditions.
- E. Promptly investigate accidents and ensure that required reports are completed.
- F. Respond to any and all reports of hazards or unsafe practices or conditions and submit practical suggestions for corrections.
- G. Maintain high standards of housekeeping and environmental sanitation in work areas as well as performance.
- H. Strive to see that tools and equipment as well as all personal protective equipment are properly maintained and are in proper working condition.
- I. Hold regular safety meetings with their employees to discuss safety policies and procedures applicable to the job performed. Forward suggestions or concerns to Department Heads for assistance.
- J. Provide safety leadership through action!!!

Employee responsibilities:

All City employees are required, as a condition of employment, to develop safe work habits and to contribute in every manner possible to the safety of themselves, their co-workers and the general public. They will:

- A. Immediately report to their supervisor all accidents, with or without an obvious injury that occurs within the course of each and every workday. Provide necessary information to complete reports.
- B. Promptly report to their supervisor all unsafe practices and conditions they observe.

- C. Cooperate and assist in investigations of accidents in order to help identify correctable causes and to prevent recurrence.
- D. Actively support and participate in safety promotional and educational measures utilized in Department Safety Programs.
- E. Practice approved safe work procedures for their work activity.

Medical Treatment:

Please refer to the City's Workers' Compensation policy for further information regarding injuries on the job and related medical treatment. It is important that all injuries be promptly reported. Failure to promptly report a workplace injury might significantly delay or otherwise interfere with the receipt of worker's compensation benefits.

Employee Drug Use and Drug Testing

It is well-recognized that drug abuse has a harmful effect on public health and safety, on the welfare of employees, on morale and on productivity. Furthermore, it is the policy of the City of Georgetown to comply with the Drug Free Workplace Act, to comply with applicable government regulations, to establish and maintain drug free workplaces and to prohibit the unauthorized or unlawful manufacture, distribution dispensation, possession and use of controlled substances on or off the job.

For these reasons, the City of Georgetown adopts the following policy:

General Rule

All employees of the City of Georgetown are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.) and prescription drugs which are not prescribed for the employee's use. This prohibition applies to use at any time, both on-the-job and off-the-job. City of Georgetown employees are, of course, permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

Applicants for Employment

The City of Georgetown will conduct pre-employment drug tests for all applicants tentatively selected for employment. The City shall not hire any applicant tentatively selected for employment who refuses to submit to a drug test or who tests positive for use of non-prescribed controlled or unlawful drugs or substances. Any applicant who is rejected under this policy may be considered for future vacancies if he or she can demonstrate they are no longer a user of any unlawful substances. (This may include participation in and successful completion of a rehabilitation program as well as a negative drug test result.)

Current Employees

1. All City employees will be subject to drug testing by urinalysis (or any other methodology deemed appropriate by the City) where "particularized suspicion" of drug use in violation

of this policy exists or under other lawful conditions.

1.1. Particularized suspicion can result from various types of employee behavior. The following is a list of some examples of when particularized suspicion is deemed to exist :

1.1.1.information that an employee has used illegal drugs or substances is provided by a reliable informant;

1.1.1.1. a serious accident occurs due to fault of the employee; "Serious accident" is defined as:

1.1.1.1.1. an accident involving a fatality;

1.1.1.1.2. an accident causing bodily injury which requires medical treatment away from the scene of the accident;

1.1.1.1.3. an accident causing total aggregate property damage of at least \$2,000 based on reliable estimates;

2. An employee exhibits any of the following:

2.1. extreme mood swings;

2.2. slurred speech;

2.3. unusual clumsiness;

2.4. staggering;

2.5. dilation of pupils;

2.6. sleeping on the job or lethargy;

2.7. excessive unexplained sweating; or

2.8. other aberrational behavior.

3. An employee has been arrested for violation of drug laws;

4. An employee has admitted violating the Department's drug policy;

5. An employee has tested positive previously for illegal drugs within the past 2 years.

Employees required by their jobs to possess a Commercial Driver's License must provide a specimen for testing within 32 hours following a serious accident for which they arguably are at fault. (Such employees who are injured and cannot provide a specimen at the time of the accident will provide necessary authorization for obtaining hospital reports or other documents which would indicate the presence of controlled substances in the employee's systems.)

Employees required by their jobs to possess a Commercial Driver's License must submit to a drug test whenever they are issued a citation for a moving violation in connection with an accident.

Particularized suspicion testing shall not be conducted without the approval of the City Administrator or his/her designee(s).

Random testing for illegal or unauthorized drug use shall be conducted for all employees in safety sensitive positions, all fire personnel and all sworn police officers.

Random testing for illegal or unauthorized drug use shall be conducted for all employees who are required by their jobs to possess a Commercial Driver's License. (A list of positions subject to random testing is attached as Appendix B.)

If an employee refuses to submit to a drug test when ordered to do so, the City shall terminate the employee.

Testing Procedure

- A. Drug testing will be by urinalysis or any other methodology deemed appropriate by the City.
- B. The collection of samples will be performed under reasonable and sanitary conditions.
- C. Urine normally will be collected under conditions of semi-privacy -- that is, a person of the same gender will be in a position to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender, however, when the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule.
- D. Urine samples will be sealed, labeled, and documented in accordance with the procedure of the drug testing company. Labeling, storage, and transportation of samples shall be performed so as reasonably to preclude the probability of erroneous identification, sample contamination, or sample adulteration.
- E. Specimens will be checked for at least the following six substances:
 - 1. marijuana and related substances
 - 2. cocaine
 - 3. opiates
 - 4. amphetamines
 - 5. phencyclidine
 - 6. barbiturates
- F. Applicants and employees will have an opportunity to provide any information which they consider relevant to the test, including identification of currently used prescription or nonprescription drugs, or other relevant information.
- G. Samples which initially result in a positive finding for drug use will be re-tested by the gas chromatography/mass spectrometry (GCMS) method. If the GCMS test results in a positive finding of drug use, and is verified by the Medical Review Officer, the written report of the Medical Review Officer shall be conclusive for all employment-related purposes.
- H. The City's Medical Review Officer normally will allow an employee whose drug test results have been confirmed as positive the opportunity to justify the result before the Medical Review Officer notifies the City of the test results.

Notice to Employees

The City shall attempt to distribute to all employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee agrees that the employee will abide by the policy as a condition of employment.

NOTICE TO EMPLOYER, STATE AND FEDERAL GRANTOR/CONTRACTING AGENCIES, AND LAW ENFORCEMENT AUTHORITIES

- A. As a condition of employment, employees agree to notify the City within five calendar days after any criminal conviction for workplace manufacturing, distribution, dispensation,

possession, or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. The City shall notify all state and federal grantors/contracting agencies of such employee convictions as required by the state and federal Drug Free Workplace Acts. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest, or a plea of guilty.

- B. The City shall notify law enforcement authorities whenever illegal drugs are found in the workplace.

Consequences of Violating this Policy:

Violations of this policy will result in discipline up to and including discharge.

- A. For sworn police officers, the City shall terminate the employee if he or she is found to be in violation of this policy.
- B. For probationary employees, the City shall terminate the employee if he or she is found to be in violation of the policy.
- C. For all other employees, the City shall impose discipline up to and including termination for an employee who is found to be in violation of this policy:
 - 1. The City, in lieu of termination, may condition the continued or future employment of an employee who tests positive for or admits to the use of illegal drugs, upon the successful completion of a drug counseling/rehabilitation program.
 - 2. If the City, after considering all of the relevant circumstance, agrees to allow an employee who is found to be in violation of this policy to continue as City employee, the City will do following:
 - a. Refer the employee for drug abuse counseling.
 - b. Require the employee to authorize the Employee Assistance Program or other facility to report periodically to the City during the course of the treatment-counseling.
 - c. Retest the employee for controlled substances before allowing the employee to return to duty.
 - d. Place the employee on probation for at least six months following the employee's return.
 - e. Require the employee to submit to unannounced follow-up drug testing for a period not to exceed two years.
 - f. Should an employee, whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program, refuse or fail to participate in a single counseling or treatment session, the employee will be terminated.
 - g. An employee whose return to duty test sample does not indicate that the employee has discontinued use of illegal drugs, will be terminated.

Coming forward with substance abuse problems

- A. All employees (other than sworn police officers) who have substance abuse problems and report them to the City before being selected for testing and before the occurrence of an

event which normally would result in testing, normally will not be disciplined upon the first violation but will be subject to Consequences of Violating This Policy (C) (2).

- B. If an employee admits to a violation of this policy or test positive for drugs in violation of this policy, but seeks counseling and remains an employee of the City, the employee will be discharged if he again either admits to a violation of this policy or test positive drugs in violation of this policy.

Confidentiality

Any drug test results or information supplied by employees and applicants as a part of the City's drug testing program will be kept as confidential as possible, consistent with the purposes of this policy.

Testing Costs

The City will pay the costs of all drug tests to which the City requires an employee to submit. However, an employee subject to unannounced follow-up testing pursuant to Consequences of Violating This Policy (C) (2) (e) of this policy will be solely responsible for the cost of all follow-up tests.

Notification of Test Results

Applicants will be notified of the results of a pre-employment drug test, provided the applicant requests the results within 60 days of being notified of the disposition of the employment application.

Employees will be notified of the results [including the drug(s) discovered] of all drug tests, provided the results are positive.

Employee Assistance Program

The use of illegal drugs and similar substances is a serious threat to our nation's collective health, safety and welfare. Drug abuse in the workplace is dangerous because it leads to physical impairment, loss of judgment, safety violations and the risk of injury and death. In order to prevent these consequences of drug abuse, the City has implemented the above policy and made available to its employees an Employee Assistance Program. The program provides employees with professional help for problems such as alcohol and drug abuse, emotional stress, money management difficulties and volatile family situations.

1. The City's Employee Assistance Program is coordinated through the Human Resources Department. Most services provided through the program are at no cost to the employee.
2. Periodically, the City will make available to employees programs and information regarding substance abuse. All employees are encouraged to attend such programs and to review any material supplied. Some employees may be required to attend such programs or to review such material.

Police Department Drug Use and Drug Testing

The use of illegal and unauthorized drugs is a serious threat to our nation's collective health, safety and welfare. Drug abuse in the workplace is dangerous because it leads to physical impairment, loss of judgment, safety violations, and the risk of injury and death. The negative effects of drug abuse in the workplace are amplified when drug abuse exists within a Police Department. The City of Georgetown has a compelling interest in ensuring that employees of its Police Department are physically capable of performing their duties while possessing unimpeachable integrity and judgment.

Police Department personnel engage in drug interdiction activities, carry firearms, operate vehicles under dangerous conditions at high rates of speed, and have access to highly sensitive, confidential information involving drug traffickers. As a result, Police Department personnel pose a threat to public and personal safety if impaired and are subject to personal temptation as well as bribery attempts in administering drug laws even when not impaired by drug use.

Police Department personnel cannot be permitted to violate the laws which they enforce and the public has a right to expect that its Police Department's employees are both physically and mentally fit to perform their duties. Public interest demands that effective measures be taken to identify, deter, and eliminate drug use in the Georgetown Police Department.

For these reasons, the City of Georgetown Police Department institutes the following drug use and drug testing policy covering all Police Department employees.

General Rule

Effective immediately (and consistent with any policy adopted by the City prohibiting the use and possession of illegal drugs), all employees of the Police Department are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.) and prescription drugs which are not prescribed for the employee's use. This prohibition applies to use at any time, both on-the-job and off-the-job. Police Department employees are, of course, permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

Applicants for Employment

Effective immediately, the Police Department will conduct pre-employment drug tests for all applicants tentatively selected for employment with the Department. The Department shall not hire any applicant tentatively selected for employment who refuses to submit to a drug test or who tests positive for use of non-prescribed controlled or unlawful drugs or substances.

Current Employee

1. Effective immediately, all Department employees will be subject to drug testing by urinalysis (or any other methodology deemed appropriate by the City) where "particularized suspicion" of drug use in violation of this policy exists or under other lawful conditions.
 - 1.1. Particularized suspicion can result from various types of employee behavior. The following is a list of some examples of when particularized suspicion is deemed to exist when :

- 1.1.1. information that an employee has used illegal drugs or substances is provided by a reliable informant;
- 1.1.2. a serious accident occurs due to fault of the employee; "Serious accident" is defined as:
 - 1.1.2.1. an accident involving a fatality;
 - 1.1.2.2. an accident causing bodily injury which requires medical treatment away from the scene of the accident;
 - 1.1.2.3. an accident causing total aggregate property damage of at least \$2,000 based on reliable estimates;
- 1.1.3. an employee exhibits any of the following:
 - 1.1.3.1. extreme mood
 - 1.1.3.2. swings; slurred speech;
 - 1.1.3.3. unusual clumsiness;
 - 1.1.3.4. staggering;
 - 1.1.3.5. dilation of pupils;
 - 1.1.3.6. sleeping on the job or lethargy;
 - 1.1.3.7. excessive unexplained sweating; or
 - 1.1.3.8. other aberrational behavior.
- 1.1.4. an employee has been arrested for violation of drug laws;
- 1.1.5. an employee has admitted violating the Department's drug policy;
- 1.1.6. an employee has tested positive previously for illegal drugs within the past 2 years.
- 1.2. Particularized suspicion testing shall not be conducted without the approval of the Chief or Deputy Chief of Police.
- 2. Effective immediately, random testing for illegal or unauthorized drug use shall be conducted for all sworn police officers.

Testing Procedure

- A. Drug testing will be by urinalysis (or any other methodology deemed appropriate by the City).
- B. The collection of samples will be performed under reasonable and sanitary conditions.
- C. Urine normally will be collected under conditions of semi-privacy -- that is, a person of the same gender will be in a position to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender, however, where the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule.
- D. Urine samples will be sealed, labeled, and documented in accordance with the procedure of the drug testing company. Labeling, storage, and transportation of samples shall be performed so as reasonably to preclude the probability of erroneous identification, sample contamination, or sample adulteration.
- E. Specimens will be checked for at least the following six substances:
 - 1. marijuana and related substances
 - 2. cocaine
 - 3. opiates
 - 4. amphetamines
 - 5. phencyclidine

6. barbiturates

- F. Applicants and employees will have an opportunity to provide any information which they consider relevant to the test, including identification of currently used prescription or nonprescription drugs, or other relevant information.
- G. Samples which initially result in a positive finding for drug use will be re-tested by the gas chromatography/mass spectrometry (GCMS) method. If the GCMS test results in a positive finding of drug use, and is verified by the Medical Review Officer, the written report of the Medical Review Officer shall be conclusive for all employment-related purposes.
- H. The City's Medical Review Officer normally will allow an employee whose drug test results have been confirmed as positive the opportunity to justify the result before the Medical Review Officer notifies the City of the test results.

Notice to Employees

The Department shall attempt to distribute to all employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee agrees that he will abide by the policy as a condition of employment.

NOTICE TO EMPLOYER, STATE AND FEDERAL GRANTOR/CONTRACTING AGENCIES, AND LAW ENFORCEMENT AUTHORITIES

As a condition of employment, employees agree to notify the City within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession, or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. The City shall notify all state and federal grantors/contracting agencies of such employee convictions as required by the state and federal Drug Free Workplace Acts. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest, or a plea of guilty.

Consequences of Violating this Policy

For all Police Department employees, violations of this policy will result in termination.

Confidentiality

Any drug test results or information supplied by employees and applicants as a part of the Department's drug testing program will be kept as confidential as possible, consistent with the purposes of this policy.

Testing Costs

The City will pay the cost for all drug tests to which the Department requires an employee to submit.

Notification of Test Results

- A. Applicants will be notified of the results of a pre-employment drug test, provided the applicant requests the results within 60 days of being notified of the disposition of the employment application.

- B. Employees will be notified of the results [including the drug(s) discovered] of all drug tests, provided the results are positive.

Employee Alcohol Use and Alcohol Testing

The abuse and misuse of alcohol is a very serious problem which threatens our nation's collective health, safety, and welfare. The City of Georgetown is committed to maintaining a safe and productive work environment. Alcohol in the workplace is dangerous because it leads to physical impairment, loss of judgment, safety violations, and the risk of injury and death. Furthermore, it is the policy of the City of Georgetown to establish and maintain alcohol free workplaces, to comply with applicable government regulations, and to prohibit the unauthorized, improper, or unlawful use of alcohol on City premises or time.

For these reasons, the City of Georgetown has implemented the following Alcohol Use and Alcohol Testing Policy.

General Rule

All employees of the City are prohibited from using or possessing alcoholic beverages on City premises or time. The term "City premises or time" includes: City vehicles and private vehicles on City premises; parking lots and recreation areas; and any circumstances in which an employee is representing the City, such as attending off-premises business meetings or conferences. Employees are not prohibited, however, from having unopened containers of alcoholic beverages in their personal vehicles. City Council or the City Administrator may approve moderate alcohol use at designated social or business functions.

Furthermore, all employees of the City are prohibited from reporting to or being at work while under the influence of alcohol. An employee shall be considered to be "under the influence of alcohol" if he has any detectable amount of alcohol in his system.

Finally, employees who are required by their jobs to possess a commercial driver's license are subject to the Federal Department of Transportation Motor Carrier Safety Regulations and, more specifically, to 49 CFR Part 382 which addresses the misuse of alcohol among DOT regulated employees. These regulations prohibit the following:

- using alcohol within four hours of reporting for duty;
- reporting for work with an alcohol concentration of .02 or greater;
- using alcohol while on duty;
- using alcohol within eight (8) hours following an accident which requires an alcohol test or until a post-accident test is conducted, whichever occurs first;
- possessing alcohol while on duty;
- transporting alcohol in any DOT regulated vehicle (except when alcohol is manifested cargo).

Current Employees

1. All City employees are subject to alcohol testing where "particularized suspicion" of alcohol use in violation of this policy exists.

- 1.1. Particularized suspicion can result from various types of employee behavior. The following is a list of some examples of when particularized suspicion is deemed to exist:
 - 1.1.1. information that an employee has used or possessed alcohol in violation of this policy is provided by a reliable informant;
 - 1.1.2. a serious accident occurs due to fault of the employee;
 - 1.1.2.1. “serious accident” is defined as:
 - 1.1.2.1.1. an accident involving a fatality;
 - 1.1.2.1.2. an accident causing bodily injury which requires medical care away from the scene of the accident;
 - 1.1.2.1.3. an accident causing total aggregate property damage of \$2,000 based on reliable estimates;
 - 1.1.2.1.4. an accident in which one or more motor vehicles incurs disabling damages as a result of the accident, requiring the towing of one or more of the vehicles from the scene by a tow truck or other vehicle.
 - 1.1.3. an employee exhibits behavior consistent with alcohol use such as but not limited to:
 - 1.1.3.1. erratic behavior (mood swings, slurred speech, staggering, bloodshot eyes, sleeping on the job or lethargy, excessive unexplained sweating, etc.);
 - 1.1.3.2. the apparent odor of an alcoholic beverage on an employee’s breath;
 - 1.1.3.3. other aberrational behavior such as but not limited to excessive absenteeism or tardiness, significant deterioration in job performance, repeated errors or rules or violations, etc.
 - 1.1.4. an employee has admitted violating the City’s alcohol policy;
 - 1.1.5. an employee is arrested for or convicted of an alcohol related offense;
 - 1.1.6. an employee has tested positive for alcohol in violation of this policy within the past two years.
- 1.2. Particularized suspicion testing shall not be conducted without the approval of the City Administrator or his/her designee;
2. All employees occupying positions designated by the City as “safety sensitive” are subject to random selection alcohol testing to determine compliance with this policy. A list of safety sensitive positions is attached as Appendix B. All DOT regulated employees are subject to random selection testing pursuant to 49 CFR Part 382. (DOT regulated employees will be randomly tested at an annualized rate of at least 25% in accordance with 49 CFR Part 382). Random selection testing is unannounced.
3. If an employee refuses to submit to an alcohol test when directed to do so, the employee shall be terminated.

Testing Procedure

- A. Employees will have an opportunity to provide any information which they consider to be relevant to the test.
- B. Alcohol tests will be conducted to determine if an employee has violated this policy.
- C. The City shall use only DOT approved non-evidential screening devices and DOT approved evidential breath testing (EBT) devices for alcohol testing pursuant to this policy.
- D. A non-evidential screening device will normally be utilized to initially determine compliance with this policy. If the screening device indicates the presence of alcohol, or if the results of the screening device are deemed questionable by the City, then a

confirmatory test will be conducted utilizing an EBT device.

- E. The EBT confirmatory test will be conducted by an individual properly certified to use the equipment. (In situations involving DOT regulated employees, the EBT operator will be properly certified in accordance with applicable DOT regulations.)
- F. A confirmatory test result generated through the use of an EBT which indicates a presence of alcohol in violation of this policy will be conclusive for purposes of this policy.

Notice to Employees

The City shall attempt to distribute to all present employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee agrees that he will abide by the policy as a condition of employment.

Consequences of Violating this Policy

Violations of this policy will result in discipline up to and including discharge.

- A. The City shall terminate a probationary employee and any employee in a safety sensitive position to include all sworn police officers and firefighter/EMTs who violates this policy.
- B. The City shall impose discipline up to and including termination for a non-probationary employee who violates this policy.
 - 1. The City, in lieu of terminating an employee who has violated this policy, may suspend the employee and condition the employees' continued or future employment upon the successful completion of an alcohol counseling/rehabilitation program.
 - 2. If the City, after considering all of the relevant circumstances, allows an employee who has violated this policy to continue as a City employee, the City will do the following:
 - a. Refer the employee to a Substance Abuse Professional (SAP) for assessment and require the employee to follow the SAP's prescribed program of counseling/treatment;
 - b. Require the employee to authorize the Employee Assistance Program or other facility to report periodically to the City during the course of counseling/treatment;
 - c. Retest the employee for alcohol use in violation of this policy before allowing the employee to return to duty;
 - d. Place the employee on probation for at least six months following the employee's return to duty; and
 - e. Require the employee to submit to unannounced follow-up alcohol testing for a period not to exceed two years. (The employee will be solely responsible for the total cost of all follow-up alcohol tests conducted pursuant to this policy.)
- C. Should an employee whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program refuse or fail to participate in a single counseling or treatment session, the employee will be terminated.

- D. An employee whose return-to-duty alcohol test indicates that the employee is in violation of this policy will be terminated.

Coming forward with Alcohol Abuse Problems

- A. Employees who have alcohol abuse problems and report them to the City before being selected for testing, and before the occurrence of an event which normally would result in testing, normally will not be disciplined but will be subject to Consequences of Violating this Policy (B) (2).
- B. If an employee admits to a violation of this policy or tests positive for use of alcohol in violation of this policy, but seeks counseling and remains an employee of the City, the employee will be discharged if the employee again either admits to a violation of this policy or tests positive for alcohol in violation of this policy.

Confidentiality

Any alcohol test results or information supplied by employees as part of the City's alcohol testing program will be kept as confidential as possible, consistent with the purposes of this policy.

Testing Costs

The City will pay the costs of all alcohol tests to which the City requires an employee to submit. However, the employee will be solely responsible for the total cost of all follow-up alcohol tests conducted pursuant to Consequences of Violating this Policy (B) (2) (a-e).

Employee Assistance Program

In order to prevent the negative effects of alcohol abuse, the City has implemented the above policy and made available to its employees an Employee Assistance Program. The program provides employees with professional help for problems such as alcohol and drug abuse, emotional stress, money management difficulties and unpleasant family situations.

- A. The City's Employee Assistance Program is coordinated through the Human Resources Department. Most services provided through the program are at no cost to the employee.
- B. Periodically, the City will make available to employees information regarding alcohol abuse. All employees are encouraged to attend such programs and to review any material supplied. Some employees may be required to attend such programs or to review such material.

Appendix A – Employee Rights Under The Family Medical Leave Act

Appendix B – Safety Sensitive Positions Subject to Random Drug Testing

POSITIONS REQUIRING CDL LICENSES – (DOT)

HEAVY EQUIPMENT OPERATOR SENIOR
 MAINTENANCE SPECIALIST VEHICLE
 MECHANIC
 STREET CREW LEADER
 FLEET SUPERINTENDENT
 WATER DISTRIBUTION MECHANIC WATER
 DISTRIBUTION SUPERVISOR WASTEWATER
 TREATMENT OPERATORS
 WASTEWATER TREATMENT SUPERVISOR
 WASTEWATER/STORM WATER MECHANIC
 WASTEWATER SUPERVISOR
 STORMWATER SUPERVISOR FACILITIES
 MAINTENANCE TECHNICIAN FACILITIES
 MAINTENANCE SUPERVISOR TREE TRIMMER
 UTILITY LINE TECHNICIAN UTILITY
 LINE CREW LEADER

SAFETY SENSITIVE POSITIONS (Non DOT)

ALL SWORN POLICE OFFICERS
 ALL CERTIFIED FULL-TIME FIRE FIGHTERS/EMTS WATER TREATMENT
 PLANT OPERATORS & SUPERVISOR
 WASTEWATER/WATER TREATMENT PLANT MANAGER

Appendix C – Acknowledgement of Receipt/ Authorization for Deductions

I _____, acknowledge receipt of the following for use in my job for the City of Georgetown:

<u>ITEM</u>	<u>VALUE</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

I understand that I must properly care for and maintain the equipment I have been given and return it promptly upon request. I further understand that if the equipment is damaged or lost due to improper care or maintenance by me that I may be required to pay for the cost of a replacement.

Finally, I authorize a deduction of the above-referenced value from my pay if I fail to return the equipment when requested or if due to my conduct it is lost or damaged.

Date: _____

Employee Signature



2222 Highmarket Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 4114

Council Meeting Date:	20 June 2024
Department:	Administration
Issue Under Consideration:	Motion to approve a preliminary agreement in the amount of \$720,718 for design-build services (fees only) of the new City Hall project and award contract to Coastal Structures Corporation.
Amount Requested:	\$ 720,718.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	None currently.
Points to Consider:	1. Coastal Structures Corp. is classified as a "Local Vendor." 2. Per the City's procurement ordinance, Coastal agreed to match the lowest bid price (fees only) offered by MB Kahn. 3. Coastal will be responsible for both design and construction services. 4. This approval is for the contractors' design fee, general conditions fee, and design-builder's fee. 5. The final construction cost will be established upon design completion. 6. A contract amendment will be prepared in the future for Council's approval for a not-to-exceed construction price. 7. Refer to AIA A141 Agreement and Exhibits A & B for further contractual obligations.
Options:	Approve or Dis-Approve
Staff Recommendation:	Approve

Reviews:

Scott Whittier Completed 06/10/2024 1:22 PM
 Finance Completed 06/10/2024 1:30 PM
 City Attorney Completed 06/10/2024 3:57 PM
 Scott Whittier Completed 06/11/2024 4:59 PM
 Stephanie Buccione Completed 06/12/2024 9:46 AM
 Georgetown City Council Pending 06/20/2024 5:30 PM

Updated: 6/10/2024 1:22 PM by Scott Whittier (Page 1)

Attachments:

1. 1 Notice of Intent to Award-Coastal (PDF)
2. 2 COG Bid Tab 5-28-24 (Update 6-4-24) Revised (PDF)
3. 3 Coastal Proposal (PDF)
4. 4 Coastal email to match bid 6.5.2024 (PDF)
5. 5 MB KAHN Proposal (PDF)
6. 6 Exhibit C - COG City Hall - A141Exhibit A-2014 (PDF)
7. 7 Exhibit C - COG City Hall - A141Exhibit B-2014 (PDF)
8. 8 Exhibit C - COG City Hall - A141-2014 (PDF)
9. 9 WRCOG Independent Monitor of City Hall RFQ Process_06.17.2024 (PDF)



NOTICE OF INTENT TO AWARD

OWNER: City of Georgetown
P.O. Box 939
Georgetown, SC 29442

PROJECT DESCRIPTION: City Hall – Design-Build Services

PROJECT NO.: 2005

TO ALL BIDDERS:

This is to notify all bidders that it is the intent of the Owner to award a contract as follows:

NAME OF BIDDER: Coastal Structures Corporation

DATE BIDS WERE RECEIVED: May 24th, 2024.

ASSUMED COST OF THE WORK: \$2,650,000.00

DESIGN FEES, GENERAL CONDITIONS, DESIGN BUILDER'S FEE: \$720,718.00

ASSUMED GUARANTEED MAXIMUM PRICE: \$3,370,718.00

The Owner has determined the resident bidder, Coastal Structures Corp, was within the 5% margin of the lowest bid and the City has proceeded under its Purchasing Ordinance accordingly.

The Owner may enter a contract with this Bidder subject to the approval of City council.

Orlando Arteaga, P.E.
(Print or Type Name)

City Engineer
(Award Authority Title)

Orlando Arteaga

(Signature)

6/7/2024

(Date Posted)

Attachment: Notice of Intent to Award-Coastal (4114 : City Hall- Design build services)

**City Hall Design-Build Services
Request for Proposal
Project 2005
Bid Tabulation**

6/4/24

	MB Kahn	Coastal	FBI
Assumed Cost of the Work	2,650,000.00	2,650,000.00	2,650,000.00
Design Fees, General Conditions, Design-Builder's Fee	720,718.00	736,762.37	780,420.00
Assumed Guaranteed Maximum Price	3,370,718.00	3,386,762.37	3,430,420.00

LCK has reviewed the responses provided by the design-build firms and the above tabulation represents our understanding of the information provided by the respondents



 Signature

6-4-24

 Date

Attachment: COG Bid Tab 5-28-24 (Update 6-4-24) Revised (4114 : City Hall- Design build services)

**City of Georgetown – City Hall
Project No. 2005
Exhibit A
Contractor's Bid Form**

The undersigned respondent having carefully examined the RFP (to include the general conditions cost allocation matrix, the draft AIA Agreements, and other project information), and having clarified all questions, hereby agrees to furnish material and labor to fulfill the Contractor's responsibilities under the general conditions for the above-referenced project and to abide by the cost and billing rate schedules included herein. Respondent further acknowledges that the preliminary projected commencement date of construction is early fourth quarter, 2024, and that this proposal for fee and general conditions shall be valid until the commencement of construction and throughout the duration of the construction period. ***Should the project commencement date change, the City of Georgetown shall not be responsible for any general conditions between the projected commencement date and actual start date of construction.***

1. General Conditions

GMP for General Conditions for the Work: \$ 182,650.00
(Detailed Schedule of Values Attached)

Daily Rate for General Conditions for Changes in the Work: \$ 702.50

2. Fee Schedule (Per Cost Allocation Matrix)

Sub-Total Contractor's Fee % (Overhead and Profit) 10.66%

Sub-Total Contractor's Fee % (General Liability Insurance) 0.59%

Total Contractor's Fee % (Including All Above) 11.25%

Contractor's Fee Percentage (including General Liability Insurance) noted above shall also apply to any project change orders, and subcontractor's cumulative overhead and fee percentage for change order work shall not exceed 10% of the change order cost of the work.

3. Design and Preconstruction Fees

I. Design Fees: \$ 212,800.00

II. Preconstruction Fees: \$ 25,000.00
(Preconstruction fees already included in general conditions above and listed here for reference only)

III. Reimbursable Expenses \$ 1,500.00

4. General Conditions, Fee, and Assumed Cost of the Work

Assumed Cost of the Work	\$2,650,000
Design Fees	\$212,800
General Conditions (per the Cost Allocation Matrix provided in the RFP)	\$182,650
Design – Builder's Fee (including general liability insurance)	\$341,312.37
Assumed Guaranteed Maximum Price	\$3,386,762.37

The City expects that the Design-Builder's general conditions, design fees, and fee percentages will remain fixed throughout the duration of the project.

Attachment: Coastal Proposal (4114 : City Hall- Design build services)

5. AIA Agreement Exceptions

Summarize any/all exceptions to the AIA Agreements here or attach as a separate document.

Coastal Structures has no issue utilizing AIA form A141-2014 as provided in the RFQ Documents. This is the same agreement we use for all of our projects.

6. Other

Payment and Performance Bond Rate: .8%

Subcontractor Insurance Program Rate (if applicable):

Builder's Risk Insurance Rate/Cost: \$30,000 based on the projected scope

Labor Burden Rate: 20%

7. Design -Builder's Opinion of Scope and Budget

Provide feedback on the alignment of the proposed project scope and budget, including Design-Builder's opinion of any potential disparity between the two:

Our past projects have historically been in the \$180 to \$220 PSF range for upfits. The opportunity to remove and replace exterior walls may be over the intended budget amount. Until we better understand the complexity of the upfit, we will not be able to provide a good idea of scope versus the cost budget. The drive thru requirement could also push the budget over \$2,650,000.0

8. Clarifications/Qualifications

Clarifications/qualifications for the above data are as follows:

Will the city require the entire facility to be brought up to code since we are renovating over 50% of the value? If so, we feel the exterior wall will have to be insulated in some manner, either by replacing glass or framing exterior wall systems.

(Signature and Acknowledgements Appear on Next Page)

Attachment: Coastal Proposal (4114 : City Hall- Design build services)

SIGNATURE AND ACKNOWLEDGMENTS

Respectfully submitted this 3rd day of June, 2024.

Legal Name of Respondent: Coastal Structures Corporation

By (Name/Signature): Bradley T Jenkins

Printed Name: Brad Jenkins

Title/Position with the Firm: Vice President

Respondent further acknowledges the following:

1. Contractor hereby acknowledges receipt of the following Addenda:

1. Addendum 1
2. _____;
3. _____; and
4. _____.

Respondent's Initials: BJ

Date: 6-3-24

Arteaga, Orlando

From: Brad Jenkins <Brad@coastalstructures.com>
Sent: Wednesday, June 5, 2024 3:09 PM
To: Parreno, Nereo
Cc: Whittier, Scott; Vermeland, Kathy; Jagger, Eliza; Howard, Daniella; Arteaga, Orlando; Davis, Brian (LCKCS)
Subject: RE: City Hall Design Build Services Request for Proposal Project 2005 - Certified Bid Tab and Notice of Bid Ordinance

Dear Nereo,

Per the previous email, we accept the option of matching the low bid of \$3,370,718.00.

Please let me know if you need anything more from me to formalize the acceptance.

Thank you very much!

-Brad Jenkins

Bradley T. Jenkins
 407 Church St. Suite J Georgetown SC
 M - 843-833-0960 O - 843-546-4491
Brad@coastalstructures.com
www.coastalstructures.com

SMALL ENOUGH TO LISTEN, LARGE ENOUGH TO DELIVER!



PLEASE BE AWARE OF WIRE FRAUD. Before sending any wires, please call our office to verify wiring instructions. Our wiring instructions will not change.

From: Parreno, Nereo <nparreno@georgetownsc.gov>
Sent: Wednesday, June 5, 2024 2:44 PM
To: Brad Jenkins <Brad@coastalstructures.com>
Cc: Whittier, Scott <swhittier@georgetownsc.gov>; Vermeland, Kathy <kvermeland@georgetownsc.gov>; Jagger, Eliza <Eljagger@georgetownsc.gov>; Howard, Daniella <dhoward@georgetownsc.gov>; Arteaga, Orlando <oarteaga@georgetownsc.gov>; Davis, Brian (LCKCS) <bdavis@lckcs.com>
Subject: RE: City Hall Design Build Services Request for Proposal Project 2005 - Certified Bid Tab and Notice of Bid Ordinance

Good Afternoon Brad,

Attachment: Coastal email to match bid 6.5.2024 (4114 : City Hall- Design build services)

Per the city Procurement policy, you have 24 hours to accept the option of matching the lowest bid of \$3,370,718.00 after the notification.

Please respond accordingly. Thank you.

Nereo Parreno | Purchasing Agent
 City of Georgetown Finance Department
 1134 North Fraser Street (29440) : PO Drawer 939, Georgetown, SC 29442
 Contact | **P:** 843-545-4046 | **F:** 843-546-5435 | **E:** nparreno@georgetownsc.gov
www.georgetownsc.gov

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

From: Parreno, Nereo
Sent: Wednesday, June 5, 2024 11:33 AM
To: Brad Jenkins <Brad@coastalstructures.com>
Cc: Whittier, Scott <swhittier@georgetownsc.gov>; Vermeland, Kathy <kvermeland@georgetownsc.gov>; Jagger, Eliza <EJagger@georgetownsc.gov>; Howard, Daniella <dhoward@georgetownsc.gov>; Arteaga, Orlando <oarteaga@georgetownsc.gov>; Davis, Brian (LCKCS) <bdavis@lckcs.com>
Subject: City Hall Design Build Services Request for Proposal Project 2005 - Certified Bid Tab and Notice of Bid Ordinance
Importance: High

Good Morning,

Hope this email finds you well. Please find the attached Certified Bid Tab and Notice of Bid Ordinance based on the proposals that we received for the above referenced project.

Per the city's "Local Vendor Preference", please talk to your team and consider the option of matching the lowest bid of \$3,370,718.00. We kindly request your confirmation regarding the possibility of matching the lowest bid.

Thank you for considering our request, and we eagerly await your response.

Sincerely,

Nereo Parreno | Purchasing Agent
 City of Georgetown Finance Department
 1134 North Fraser Street (29440) : PO Drawer 939, Georgetown, SC 29442
 Contact | **P:** 843-545-4046 | **F:** 843-546-5435 | **E:** nparreno@georgetownsc.gov
www.georgetownsc.gov

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

Attachment: Coastal email to match bid 6.5.2024 (4114 : City Hall- Design build services)

**City of Georgetown – City Hall
Project No. 2005
Exhibit A
Contractor's Bid Form**

The undersigned respondent having carefully examined the RFP (to include the general conditions cost allocation matrix, the draft AIA Agreements, and other project information), and having clarified all questions, hereby agrees to furnish material and labor to fulfill the Contractor's responsibilities under the general conditions for the above-referenced project and to abide by the cost and billing rate schedules included herein. Respondent further acknowledges that the preliminary projected commencement date of construction is early fourth quarter, 2024, and that this proposal for fee and general conditions shall be valid until the commencement of construction and throughout the duration of the construction period. ***Should the project commencement date change, the City of Georgetown shall not be responsible for any general conditions between the projected commencement date and actual start date of construction.***

1. General Conditions

GMP for General Conditions for the Work:
(Detailed Schedule of Values Attached) \$ 299,800.00

Daily Rate for General Conditions for Changes in the Work: \$ 1,499.00

2. Fee Schedule (Per Cost Allocation Matrix)

Sub-Total Contractor's Fee % (Overhead and Profit) 3.95%

Sub-Total Contractor's Fee % (General Liability Insurance) .90%

Total Contractor's Fee % (Including All Above) 4.85%

Contractor's Fee Percentage (including General Liability Insurance) noted above shall also apply to any project change orders, and subcontractor's cumulative overhead and fee percentage for change order work shall not exceed 10% of the change order cost of the work.

3. Design and Preconstruction Fees

I. Design Fees: \$ 265,000.00

II. Preconstruction Fees: \$ 25,000.00
(Preconstruction fees already included in general conditions above and listed here for reference only)

III. Reimbursable Expenses \$ 2,500.00

4. General Conditions, Fee, and Assumed Cost of the Work

Assumed Cost of the Work	\$2,650,000
Design Fees	265,000.00
General Conditions (per the Cost Allocation Matrix provided in the RFP)	299,800.00
Design – Builder's Fee (including general liability insurance)	155,918.00
Assumed Guaranteed Maximum Price	3,370,718.00

The City expects that the Design-Builder's general conditions, design fees, and fee percentages will remain fixed throughout the duration of the project.

Attachment: MB KAHN Proposal (4114 : City Hall- Design build services)

5. AIA Agreement Exceptions

Summarize any/all exceptions to the AIA Agreements here or attach as a separate document.

N/A

6. Other

Payment and Performance Bond Rate: .92%

Subcontractor Insurance Program Rate (if applicable): 1.2%

Builder's Risk Insurance Rate/Cost: .09%

Labor Burden Rate: 43%

7. Design -Builder's Opinion of Scope and Budget

Provide feedback on the alignment of the proposed project scope and budget, including Design-Builder's opinion of any potential disparity between the two:

N/A

8. Clarifications/Qualifications

Clarifications/qualifications for the above data are as follows:

N/A

(Signature and Acknowledgements Appear on Next Page)

SIGNATURE AND ACKNOWLEDGMENTS

Respectfully submitted this 24 day of May, 2024.

Legal Name of Respondent: M. B. Kahn Construction Co., Inc.

By (Name/Signature): 

Printed Name: Bret Estridge

Title/Position with the Firm: Executive Vice President

Respondent further acknowledges the following:

1. Contractor hereby acknowledges receipt of the following Addenda:

1. 1;
2. _____;
3. _____; and
4. _____.

Respondent's Initials: 

Date: 5/24/2024

Attachment: MB KAHN Proposal (4114 : City Hall- Design build services)



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the Third day of May in the year Two Thousand and Twenty-Four (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

City of Georgetown City Hall – Project #2005
420 South Hazard Street
Georgetown, SC 29440

THE OWNER:

(Name, legal status and address)

City of Georgetown
114 North Fraser Street
Georgetown, SC 29440

THE DESIGN-BUILDER:

(Name, legal status and address)

TBD

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section A.1.2 below

☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Attachment: Exhibit C - COG City Hall - A141Exhibit A-2014 (4114 : City Hall- Design build services)

Init.

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User Notes:

(1332242277)

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

TBD

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed TBD (\$ TBD), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

N/A

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. (Provide information below or reference an attachment.)

TBD

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

TBD

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

TBD

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

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§ **A.1.5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ **A.1.5.1.3** Provided that an Application for Payment is received by the Owner's Project Manager not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 25th day of the following month. If an Application for Payment is received by the Owner's Project Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner approves the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ **A.1.5.1.4** With each Application for Payment, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Owner's Project Manager to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment. The Design-Builder agrees to include a fully executed Exhibit A.1 with Application for Payment.

§ **A.1.5.1.5** With each Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Project Manager may require. This schedule of values, unless objected to by the Owner or Owner's Project Manager, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ **A.1.5.1.6** In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ **A.1.5.1.7** Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ **A.1.5.4.1** Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. The Design-Builder agrees to include a fully executed Exhibit A.2 with Application for Payment.

§ **A.1.5.4.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final

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determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner and Owner's Project Manager. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than TBD (TBD) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

TBD

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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Liquidated damages shall be assessed at the rate of Three Hundred Dollars (\$300) per calendar day for each day that the Design-Builder fails to achieve Substantial Completion within the specified timeframe

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

TBD

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

TBD

Number	Title	Date
--------	-------	------

Other identifying information:

N/A

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

TBD

.2 Contingencies

TBD

§ A.3.1.6 Design-Builder's assumptions and clarifications:

TBD

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

N/A

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

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TBD

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

- .1 Superintendent
- .2 Project Manager
- .3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

ARTICLE A.5 COST OF THE WORK**§ A.5.1 Cost To Be Reimbursed as Part of the Contract****§ A.5.1.1 Labor Costs**

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

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§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ **A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. Design-Builder and Owner shall agree on the subcontractor bonding policy for the Project which shall not be modified without prior approval of Owner. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ **A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ **A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ **A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ **A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ **A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ **A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ **A.5.1.5.11** All costs associated with Article 5.1 shall be enumerated in the Design-Builder's GMP for General Conditions or the GMP for the Cost of the Work in accordance with the Cost Allocation Matrix attached hereto, within Exhibit C.

§ **A.5.1.6 Other Costs and Emergencies**

§ **A.5.1.6.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ **A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property and to the extent that such emergencies are not caused by the fault, negligence or contractual non-performance of Design-Builder.

§ **A.5.1.6.3** Costs of repairing or correcting damaged Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged Work was not caused by negligence of, or failure to fulfill a specific responsibility by the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ **A.5.1.7 Related Party Transactions**

§ **A.5.1.7.1** For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ **A.5.1.7.2** If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ **A.5.2 Costs Not to Be Reimbursed as Part of this Contract**

The Cost of the Work shall not include the items listed below:

- 1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- 2 Expenses of the Design-Builder's principal office and offices other than the site office;
- 3 Overhead and general expenses, except as may be expressly included in Section A.5 and the Cost Allocation Matrix attached hereto, within Exhibit C.
- 4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;

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- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1 and the Cost Allocation Matrix attached hereto, within Exhibit C;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Any General Conditions costs not specifically defined in the Cost Allocation Matrix attached hereto, within Exhibit C as allowable General Conditions costs.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained. Design-Builder has an obligation to communicate to Owner upon Owner's request an accounting of all discounts earned by Design-Builder, whether accrued to Owner or Design-Builder.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work. Design-Builder has an obligation to communicate to Owner upon Owner's request an accounting of all discounts earned by Design-Builder, whether accrued to Owner or Design-Builder.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply

of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Scott Whittier, City Administrator

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)



Attachment: Exhibit C - COG City Hall - A141Exhibit A-2014 (4114 : City Hall- Design build services)

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Additions and Deletions Report for

AIA® Document A141® – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:55:46 ET on 05/06/2024.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the Third day of May in the year Two Thousand and Twenty-Four (the "Agreement")

...

City of Georgetown City Hall – Project #2005
420 South Hazard Street
Georgetown, SC 29440

...

City of Georgetown
114 North Fraser Street
Georgetown, SC 29440

...

TBD
PAGE 2

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be ~~(\$)~~, subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ A.1.3 Cost of the Work Plus Design-Builder's Fee		
§ A.1.3.1	The Cost of the Work is as defined in Article A.5, Cost of the Work.	
§ A.1.3.2	The Design-Builder's Fee: (State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)	
...		
TBD		
...		
§ A.1.4.3.1	The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed <u>TBD</u> (\$ <u>TBD</u>), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.	
...		
N/A		
...		
TBD		
...		
TBD		
...		
TBD		
PAGE 3		
N/A		
§ A.1.5.1.3	Provided that an Application for Payment is received by the Owner's Project Manager not later than the <u>25th</u> day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the <u>25th</u> day of the <u>following</u> month. If an Application for Payment is received by the Owner Owner's Project Manager after the application date fixed above, payment shall be made by the Owner not later than <u>thirty</u> (<u>30</u>) days after the Owner receives <u>approves</u> the Application for Payment.	
...		
§ A.1.5.1.4	With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Payment , the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Owner's Project Manager to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of	

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those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment. The Design-Builder agrees to include a fully executed Exhibit A.1 with Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the The Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Project Manager may require. This schedule of values, unless objected to by the Owner, Owner or Owner's Project Manager, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

...

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of — percent (— %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (— %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1~~ Take the Cost of the Work as described in Article A.5 of this Amendment;
- ~~2~~ Add the Design-Builder's Fee, less retainage of ~~—~~ percent (~~—~~ %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~3~~ Subtract retainage of ~~—~~ percent (~~—~~ %) from that portion of the Work that the Design-Builder self-performs;
- ~~4~~ Subtract the aggregate of previous payments made by the Owner;
- ~~5~~ Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. The Design-Builder agrees to include a fully executed Exhibit A.2 with Application for Payment.

PAGE 4

- ~~3~~ Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~4~~ Subtract retainage of ten percent (10 %) from that portion of the Work that the Design-Builder self-performs;

...

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the ~~Owner~~. Owner and Owner's Project Manager. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than TBD (TBD) days from the date of this Amendment, or as follows:

...

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TBD
PAGE 5

Liquidated damages shall be assessed at the rate of Three Hundred Dollars (\$300) per calendar day for each day that the Design-Builder fails to achieve Substantial Completion within the specified timeframe

...

TBD

...

TBD

...

Other identifying information:

N/A

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

...

TBD

...

TBD

...

TBD

...

N/A

PAGE 6

TBD
PAGE 7

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. Design-Builder and Owner shall agree on the subcontractor bonding policy for the Project which shall not be modified without prior approval of Owner. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

PAGE 8

§ **A.5.1.5.11** All costs associated with Article 5.1 shall be enumerated in the Design-Builder's GMP for General Conditions or the GMP for the Cost of the Work in accordance with the Cost Allocation Matrix attached hereto, within Exhibit C.

...

§ **A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and ~~property~~ and to the extent that such emergencies are not caused by the fault, negligence or contractual non-performance of Design-Builder.

§ **A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility of by the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

...

- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1; Section A.5 and the Cost Allocation Matrix attached hereto, within Exhibit C.

PAGE 9

- .6 Any cost not specifically and expressly described in Section A.5.1; and Section A.5.1 and the Cost Allocation Matrix attached hereto, within Exhibit C;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Any General Conditions costs not specifically defined in the Cost Allocation Matrix attached hereto, within Exhibit C as allowable General Conditions costs.

...

§ **A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained. Design-Builder has an obligation to communicate to Owner upon Owner's request an accounting of all discounts earned by Design-Builder, whether accrued to Owner or Design-Builder.

§ **A.5.3.2** Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work. Design-Builder has an obligation to communicate to Owner upon Owner's request an accounting of all discounts earned by Design-Builder, whether accrued to Owner or Design-Builder.

PAGE 10

Scott Whittier, City Administrator

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:55:46 ET on 05/06/2024 under Order No. 4104241509 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Attachment: Exhibit C - COG City Hall - A141Exhibit A-2014 (4114 : City Hall- Design build services)

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AIA® Document A141® – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

City of Georgetown City Hall – Project #2005
420 South Hazard Street
Georgetown, SC 29440

THE OWNER:

(Name, legal status and address)

City of Georgetown
114 North Fraser Street
Georgetown, SC 29440

THE DESIGN-BUILDER:

(Name, legal status and address)

TBD

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the Third day of May in the year Two Thousand and Twenty-Four .
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS**
- B.3 OWNER'S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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N/A

§ B.2.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and (\$) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than (\$) per claim and (\$) in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 Additional Insured Obligations. The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter

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upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum
Payment and Performance Bond for the GMP of the Work (including Change Orders)	Three Million, Four Hundred Thousand Dollars (\$3,400,000)

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a **builder's risk "all-risk"** or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Design-Builder shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Design-Builder shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps

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to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

(Paragraph deleted)

§

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds

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received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

The Design-Builder shall be required to purchase Payment and Performance bonds for the equivalent amount of the Guaranteed Maximum Price including any agreed upon allowances and contingencies prior to the start of construction.

The City of Georgetown (Owner) does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2. Therefore, the Design-Builder shall secure a Builder's Risk Insurance policy effective from the start date of construction defined by the Notice to Proceed letter until the date of substantial completion defined by the final certificate of occupancy issued by the Building Code Official.

Additions and Deletions Report for

AIA® Document A141® – 2014 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:00:37 ET on 05/06/2024.

PAGE 1

City of Georgetown City Hall – Project #2005
420 South Hazard Street
Georgetown, SC 29440

...

City of Georgetown
114 North Fraser Street
Georgetown, SC 29440

...

TBD

...

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the Third day of May in the year Two Thousand and Twenty-Four.

PAGE 2

N/A

§ **B.2.1.1** Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate providing coverage for claims including

...

§ **B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and (\$) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

...

§ **B.2.1.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

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Type

Payment and Performance Bond for the GMP of the Work
(including Change Orders)

Penal Sum (\$0.00)

Three Million, Four Hundred Thousand Dollars
(\$3,400,000)

§ **B.3.2.1** Unless otherwise provided, at the time of execution of the Design-Build Amendment, the ~~Owner~~ Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a **builder's risk "all-risk"** or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the ~~Owner~~ Design-Builder shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ **B.3.2.1.2** If the insurance required under Section B.3.2.1 requires deductibles, the ~~Owner~~ Design-Builder shall pay costs not covered because of such deductibles.

PAGE 4

§ **B.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§**PAGE 5**

The Design-Builder shall be required to purchase Payment and Performance bonds for the equivalent amount of the Guaranteed Maximum Price including any agreed upon allowances and contingencies prior to the start of construction.

The City of Georgetown (Owner) does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2. Therefore, the Design-Builder shall secure a Builder's Risk Insurance policy effective from the start date of construction defined by the Notice to Proceed letter until the date of substantial completion defined by the final certificate of occupancy issued by the Building Code Official.



AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the Third day of May in the year Two Thousand and Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Georgetown
114 North Fraser Street
Georgetown, SC 29440

and the Design-Builder:
(Name, legal status, address and other information)

TBD

for the following Project:
(Name, location and detailed description)

City of Georgetown City Hall – Project #2005
420 South Hazard Street
Georgetown, SC 29440

The Architect:
(Name, legal status, address and other information)

TBD

The Owner's Project Manager:
(Name, legal status, address and other information)

LCK, LLC
1301 Gervais Street, Suite 601
Columbia, SC 29201

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Attachment: Exhibit C - COG City Hall - A141-2014 (4114 : City Hall- Design build services)

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The Owner and Contractor agree as follows.

LCK, LLC shall act as the Owner's Project Manager for the project and this Agreement and shall be the point of contact and shall have final authority over decisions of and implementation of Owner's directives. Until and unless the Design-Builder receives written notice to the contrary from the Owner, all references in the Agreement of submission to, advice to, or assistance of Owner or request by the Owner shall mean submission, advice, or assistance of the Owner's Project Manager. Any notice to Owner under this Agreement shall be made to Owner with a copy to Owner's Project Manager unless otherwise noted. In the event the Owner terminates the Owner's Project Manager under this Agreement, it will notify the Design-Builder and references to the Owner's Project Manager will be void unless an alternative representative is named at that time. Owner may in its sole discretion, however, substitute Owner's Representative from time to time. Notwithstanding the above, the Owner's Project Manager shall not have authority to direct means and methods, provided however, that any contract with or reporting to the Architect will also require, among other things, notice to Owner's Project Manager of errors, problems, changes, change orders, approvals, submittals and payment application.

All references to AIA Document A141-2014 contained herein shall refer to the attached AIA Document A141-2014 as amended.

Unless otherwise directed in writing hereafter, Architect shall communicate with Owner through Owner's Project Manager.

Neither the Design-Builder nor its Subcontractors nor any material or equipment suppliers shall have the right to include any photographic, artistic or any other renderings, representations or references to the Project, its design, the drawings or the Project appearance in any of its marketing, promotional or professional materials. Should such action or right be desired, the party will request, in writing, such permission from the Owner with all specifics of the disclosure or promotion. Any decision on the request shall be deemed final and is not subject to any claim or other dispute resolution.

To the extent there is a conflict between any provisions of any Exhibit to this agreement or any related proposal rendered by the Design-Builder, the provisions of this Agreement shall prevail.

Payment Applications shall be submitted simultaneously to the Owner's Representative and Architect.

This Agreement is to set forth the agreement of the parties hereto for the Design-Builder Fee, design fees, General Conditions (which shall be allocated in accordance with the cost allocation matrix attached hereto as Exhibit H), schedule, personnel assignments and terms and conditions for the project. Design-Builder and Owner will work in good faith to reach an agreeable GMP for the Cost of the Work, at which time such GMP will be incorporated into this agreement in the form of an amendment.

Design-Builder has included in its schedule attached hereto within Exhibit G weather days as follows:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Project shall include interior architectural renovations, plumbing, HVAC, fire protection and electrical upgrades, and ADA compliance improvements. The Project shall also include council chambers, conference room(s), kitchenette area for staff, main lobby, a drive-through for utility payments, restroom facilities, vandal-proof exterior doors,

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potentially impact-resistant exterior windows and doors, bullet-proof glass for customer service counters, HEPA-type air filters, a standby emergency generator adequate to power up the facility(s). The main office building will house the following departments: Administration, Finance, Planning and Community Development, the Mayor's Office, and the City Clerk's Office.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Design of the renovation and improvements shall meet the Owner's programmatic requirements and the design shall meet all codes and regulatory requirements having jurisdiction over the site. The design-builder shall be responsible for submitting for and obtaining all necessary building permits. The building and site shall meet all codes and requirements of the regulatory bodies having jurisdiction over the project including the requirements of the Americans with Disabilities Act (ADA).

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The site is located at 420 South Hazard Street, Georgetown, SC and more specifically is the property bordered by Gilbert Street, South Hazard Street, Butts Street, and S. Kaminski Street. The parcel is approximately four (4) acres and includes four (4) existing structures. The primary structure is an existing office building (approximately 11,500 square feet), and the three (3) remaining buildings are pre-engineered metal building structures, one (1) of which has been upfitted with typical office finishes, while the other two (2) are utilized for storage.

(Paragraphs deleted)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Three Million, Four Hundred Thousand Dollars and Zero Cents (\$3,400,000.00)

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates

Construction Documents to be complete within one hundred twenty-five (125) calendar days from the start of design work.

.2 Submission of Design-Builder Guaranteed Maximum Price Proposal:

Within thirty (30) calendar days after completion of Construction Documents

.3

(Paragraphs deleted)

Substantial Completion date:

Two hundred (200) calendar days after the start of construction work

.4 Other milestone dates:

Completion of Punch List Work – Thirty (30) calendar days after Substantial Completion

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

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(List name, legal status, address and other information.)

.1 Architect

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

Owner's initial programmatic requirements and scope details as depicted in the Owner's Request for Qualifications dated February 7, 2024

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Scott Whittier
City Administrator
City of Georgetown
114 North Fraser Street
Georgetown, SC 29440
Email swhittier@georgetownsc.gov

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Orlando Arteaga, PE
City Engineer
City of Georgetown
PO Box 939
Georgetown, SC 29442
Email: oarteaga@georgetownsc.gov

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

(List discipline, scope of work, and, if known, identify by name and address.)

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User Notes:

(1918526539)

Owner's Project Manager:

Dale A. Stigamier, CCIM
President
LCK, LLC
1301 Gervais Street, Suite 601
Columbia, SC 29201
Email: dstigamier@lckcs.com

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

TBD

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 14.4
- ☒ Litigation in a court of Georgetown County, South Carolina
- ☐ Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

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§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Compensation for work prior to the Design-Build Amendment shall include monthly progress billings for design fees, General Conditions for preconstruction services, and Design-Builder's fee percentage. Overall amounts for these items shall be as detailed in the Design-Builder's RFP response.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 ;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Zero percent (0 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

Three percent (3%) per annum.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

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§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner, and Owner's Project Manager, to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 **Progress Reports**

§ 3.1.8.1 The Design-Builder shall keep the Owner, and Owner's Project Manager, informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

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Attachment: Exhibit C - COG City Hall - A141-2014 (4114 : City Hall- Design build services)

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit to the Owner's Project Manager for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's, or Owner's Project Manager's, written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner, and Owner's Project Manager, in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner, Owner's Project Manager, and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the

Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents, employees, and Owner's Project Manager,, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

- § 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that
- .1** assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
 - .2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner, and Owner's Project Manager, on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner, and Owner's Project Manager, with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

4.1.3 The Design-Builder shall review and become acquainted with all existing building documentation including as-builts, surveys, property condition assessment report, roof and building envelope report, ESA-Phase I report, asbestos inspection report, and all other pertinent information provided by the Owner.

4.1.4 The Design-Builder shall work in collaboration with Owner's roofing consultant.

(Paragraphs deleted)

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of each City Hall department program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner and Owner's Project Manager. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner, and Owner's Project Manager, for the Owner's information. If the Owner, or Owner's Project Manager, discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner, or Owner's Project Manager, to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters. The Design-Builder shall also coordinate its Work with the Owner's third-party inspectors' and IT and FFE vendors' Work, as needed.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner, and Owner's Project Manager, before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner, and Owner's Project Manager, and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner, Owner's Project Manager, and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner, and Owner's Project Manager, regarding Project safety criteria and programs, which the Owner, Owner's Project Manager, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

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§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised. The Design-Builder shall immediately notify Owner's Project Manager of any unresolved conflict between Design-Builder and separate contractors with respect to the construction schedule. The assignment of the aforementioned responsibility to the Design-Builder does not alter any provision of the Agreement, including the responsibility of Design-Builder with respect to Contract Time, schedule, or management and coordination of the Work.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner's Project Manager, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder, subject to written notice.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly upon Owner's approval of the Change Order, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument prepared by the Design-Builder and signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used only in the absence of total agreement on the terms of a Change Order for work which is on the documented critical path of the schedule.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

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- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner, or Owner's Project Manager, observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner, or Owner's Project Manager, shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner, and Owner's Project Manager, shall review and Owner shall approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner, or Owner's Project Manager, shall not be construed to create an obligation on the part of the Owner, or Owner's Project Manager, to make on-site inspections to check the quality or quantity of the Work. The Owner, and Owner's Project Manager, shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner, and Owner's Project Manager, shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner, and Owner's Project Manager, shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the

Design-Builder's control; or by delay authorized by the Owner pending dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner's Project Manager an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's, or Owner's Project Manager's, determination that the Work has not progressed to the point indicated in the Design-Builders Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner, and Owner's Project Manager, will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

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§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be

entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner, or Owner's Project Manager, or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective

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Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner an irrevocable and non-exclusive license to use the Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any actual expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for actual expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and actual costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in

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accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner

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shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to dispute resolution by a South Carolina state court with jurisdiction.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to litigation.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be conducted by a mutually agreeable mediator certified the South Carolina Supreme Court Commission on Alternative Dispute Resolution in accordance with the South Carolina Rules of ADR. A request for mediation shall be made in writing, delivered to the other party to the Contract. Mediation shall proceed in advance of the filing of pleadings, which shall be stayed pending mediation for a period of 60 days, unless stayed for a longer period by agreement of the parties.

§ 14.3.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration (n/a)

(Paragraphs deleted)

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§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may propose to include in any mediation conducted under this Agreement any other party with regard to a material dispute in the contract.

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in mediation, provided that the party sought to be joined consents in writing to such joinder.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to a mediation conducted under this Section, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of South Carolina.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner

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timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract. The parties acknowledge Owner is a public body subject to the South Carolina Freedom of Information Act (FOIA), and that all documents are subject to release to the public unless exempt from disclosure under the FOIA or prohibited from release.

If Design-Builder contends a document is proprietary, it shall mark any such documents. If a FOIA request for documents identified as proprietary is received, Owner agrees to promptly notify Design-Builder. Owner agrees not to disclose confidential proprietary information under an exemption allowed by law absent a court order, and either party may seek protection from disclosure by filing an appropriate action in Circuit Court. If litigation is commenced against Owner under the FOIA, Design-Builder agrees to indemnify Owner for all fees and costs incurred in defending a FOIA violation action to exempt Design-Builder's marked proprietary documents from release.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds

.6 Other:

Exhibit C, Request for Qualifications for Project No. 2005 dated February 7, 2024
 Exhibit D, Request for Qualifications Response dated March 1, 2024
 Exhibit E, Request for Proposals No. 2005 dated May 3, 2024
 Exhibit F, Request for Proposals Response dated May 23, 2024
 Exhibit G, Design-Builder's schedule dated TBD

(Paragraph deleted)

Exhibit H, Cost Allocation Matrix

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

 Scott Whittier City Administrator
 (Printed name and title)

DESIGN-BUILDER (Signature)

 (Printed name and title)

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Additions and Deletions Report for

AIA® Document A141® – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Third day of May in the year Two Thousand and Twenty-Four

...

City of Georgetown
114 North Fraser Street
Georgetown, SC 29440

...

TBD

...

City of Georgetown City Hall – Project #2005
420 South Hazard Street
Georgetown, SC 29440

The ~~Owner and Design-Builder~~ agree as follows. Architect:
(Name, legal status, address and other information)

TBD

The Owner's Project Manager:
(Name, legal status, address and other information)

LCK, LLC
1301 Gervais Street, Suite 601
Columbia, SC 29201

The Owner and Contractor agree as follows.

LCK, LLC shall act as the Owner's Project Manager for the project and this Agreement and shall be the point of contact and shall have final authority over decisions of and implementation of Owner's directives. Until and unless the Design-Builder receives written notice to the contrary from the Owner, all references in the Agreement of submission to, advice to, or assistance of Owner or request by the Owner shall mean submission, advice, or assistance of the Owner's Project Manager. Any notice to Owner under this Agreement shall be made to Owner with a copy to Owner's Project Manager unless otherwise noted. In the event the Owner terminates the Owner's Project Manager under this Agreement, it will notify the Design-Builder and references to the Owner's Project Manager will be void unless an alternative representative is named at that time. Owner may in its sole discretion, however, substitute Owner's Representative from time to time. Notwithstanding the above, the Owner's Project Manager shall not have authority to direct means and methods, provided however, that any contract with or reporting to the Architect will also require, among other things, notice to Owner's Project Manager of errors, problems, changes, change orders, approvals, submittals and payment application.

All references to AIA Document A141-2014 contained herein shall refer to the attached AIA Document A141-2014 as amended.

Unless otherwise directed in writing hereafter, Architect shall communicate with Owner through Owner's Project Manager.

Neither the Design-Builder nor its Subcontractors nor any material or equipment suppliers shall have the right to include any photographic, artistic or any other renderings, representations or references to the Project, its design, the drawings or the Project appearance in any of its marketing, promotional or professional materials. Should such action or right be desired, the party will request, in writing, such permission from the Owner with all specifics of the disclosure or promotion. Any decision on the request shall be deemed final and is not subject to any claim or other dispute resolution.

To the extent there is a conflict between any provisions of any Exhibit to this agreement or any related proposal rendered by the Design-Builder, the provisions of this Agreement shall prevail.

Payment Applications shall be submitted simultaneously to the Owner's Representative and Architect.

This Agreement is to set forth the agreement of the parties hereto for the Design-Builder Fee, design fees, General Conditions (which shall be allocated in accordance with the cost allocation matrix attached hereto as Exhibit H), schedule, personnel assignments and terms and conditions for the project. Design-Builder and Owner will work in good faith to reach an agreeable GMP for the Cost of the Work, at which time such GMP will be incorporated into this agreement in the form of an amendment.

Design-Builder has included in its schedule attached hereto within Exhibit G weather days as follows:

PAGE 3

Project shall include interior architectural renovations, plumbing, HVAC, fire protection and electrical upgrades, and ADA compliance improvements. The Project shall also include council chambers, conference room(s), kitchenette area for staff, main lobby, a drive-through for utility payments, restroom facilities, vandal-proof exterior doors, potentially impact-resistant exterior windows and doors, bullet-proof glass for customer service counters, HEPA-type air filters, a standby emergency generator adequate to power up the facility(s). The main office building will house the following departments: Administration, Finance, Planning and Community Development, the Mayor's Office, and the City Clerk's Office.

PAGE 4

Design of the renovation and improvements shall meet the Owner's programmatic requirements and the design shall meet all codes and regulatory requirements having jurisdiction over the site. The design-builder shall be responsible for submitting for and obtaining all necessary building permits. The building and site shall meet all codes and

requirements of the regulatory bodies having jurisdiction over the project including the requirements of the Americans with Disabilities Act (ADA).

...

The site is located at 420 South Hazard Street, Georgetown, SC and more specifically is the property bordered by Gilbert Street, South Hazard Street, Butts Street, and S. Kaminski Street. The parcel is approximately four (4) acres and includes four (4) existing structures. The primary structure is an existing office building (approximately 11,500 square feet), and the three (3) remaining buildings are pre-engineered metal building structures, one (1) of which has been upfitted with typical office finishes, while the other two (2) are utilized for storage.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builders' services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

...

Three Million, Four Hundred Thousand Dollars and Zero Cents (\$3,400,000.00)

...

.1 Design phase milestone dates: dates

Construction Documents to be complete within one hundred twenty-five (125) calendar days from the start of design work.

.2 Submission of Design-Builder Guaranteed Maximum Price Proposal:

Within thirty (30) calendar days after completion of Construction Documents

.3 Phased completion dates:

.4 Substantial Completion date:

Two hundred (200) calendar days after the start of construction work

.5 .4 Other milestone dates:

Completion of Punch List Work – Thirty (30) calendar days after Substantial Completion

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Owner's initial programmatic requirements and scope details as depicted in the Owner's Request for Qualifications dated February 7, 2024

...

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

...

Scott Whittier
City Administrator
City of Georgetown
114 North Fraser Street
Georgetown, SC 29440
Email: swhittier@georgetownsc.gov

...

Orlando Arteaga, PE
City Engineer
City of Georgetown
PO Box 939
Georgetown, SC 29442
Email: oarteaga@georgetownsc.gov

PAGE 6

Owner's Project Manager:

Dale A. Stigamier, CCIM
President
LCK, LLC
1301 Gervais Street, Suite 601
Columbia, SC 29201
Email: dstigamier@lckcs.com

...

TBD

...

☒ Litigation in a court of competent jurisdiction Georgetown County, South Carolina

PAGE 8

Compensation for work prior to the Design-Build Amendment shall include monthly progress billings for design fees, General Conditions for preconstruction services, and Design-Builder's fee percentage. Overall amounts for these items shall be as detailed in the Design-Builder's RFP response.

...

N/A

...

.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;;

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Zero percent (0 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

% Three percent (3%) per annum.

PAGE 9

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the ~~Owner~~ Owner, and Owner's Project Manager, to review matters such as procedures, progress, coordination, and scheduling of the Work.

...

§ 3.1.7 The ~~Design-Builder, with the assistance of the Owner,~~ Design-Builder shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

...

§ 3.1.8.1 The Design-Builder shall keep the ~~Owner~~ Owner, and Owner's Project Manager, informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

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§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit to the Owner's Project Manager for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

...

§ 3.1.10 **Certifications.** Upon the Owner's, or Owner's Project Manager's, written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and

Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

...

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builders shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builders has notified the Owner-Owner, and Owner's Project Manager, in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builders shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builders, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner-Owner, Owner's Project Manager, and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

PAGE 11

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builders shall indemnify and hold harmless the Owner, including the Owner's ~~agents and employees, agents, employees, and Owner's Project Manager~~, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builders, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

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§ 4.1.2 The Design-Builders shall advise the Owner-Owner, and Owner's Project Manager, on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builders shall also provide the Owner-Owner, and Owner's Project Manager, with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

4.1.3 The Design-Builders shall review and become acquainted with all existing building documentation including as-builts, surveys, property condition assessment report, roof and building envelope report, ESA-Phase I report, asbestos inspection report, and all other pertinent information provided by the Owner.

4.1.4 The Design-Builders shall work in collaboration with Owner's roofing consultant.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builders shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builders shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builders' recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builders meets with the Owner and presents the preliminary evaluation, the Design-Builders shall provide a written report to the Owner, summarizing the Design-Builders' evaluation of the Owner's Criteria. The report shall also include

- .1** — allocations of program functions, detailing each function and their square foot areas;
- .2** — a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

- ~~3~~ a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- ~~4~~ the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

...

- .1** Confirmation of the allocations of each City Hall department program functions;

...

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the ~~Owner~~ Owner and Owner's Project Manager. The Design-Builder's Proposal shall include the following:

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§ 5.1.2 The Design-Builder shall provide the Construction Documents to the ~~Owner~~ Owner, and Owner's Project Manager, for the Owner's information. If the ~~Owner~~ Owner, or Owner's Project Manager, discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the ~~Owner~~ Owner, or Owner's Project Manager, to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

...

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters. The Design-Builder shall also coordinate its Work with the Owner's third-party inspectors' and IT and FFE vendors' Work, as needed.

PAGE 14

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the ~~Owner~~ Owner, and Owner's Project Manager, before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

...

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the ~~Owner~~ Owner, and Owner's Project Manager, and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

PAGE 15

The Design-Builder shall provide the ~~Owner~~ Owner, Owner's Project Manager, and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the ~~Owner~~ Owner, and Owner's Project Manager, regarding Project safety criteria and programs, which the Owner, Owner's Project Manager, and its contractors and consultants, shall comply with while at the site.

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§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised. The Design-Builder shall immediately notify Owner's Project Manager of any unresolved conflict between Design-Builder and separate contractors with respect to the construction schedule. The assignment of the aforementioned responsibility to the Design-Builder does not alter any provision of the Agreement, including the responsibility of Design-Builder with respect to Contract Time, schedule, or management and coordination of the Work.

...

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the ~~Owner~~ Owner, Owner's Project Manager, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

...

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the ~~Design-Builder~~ Design-Builder, subject to written notice.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed ~~promptly~~, promptly upon Owner's approval of the Change Order, unless otherwise provided in the Change Order or Change Directive.

PAGE 17

A Change Order is a written instrument prepared by the Design-Builder and signed by the Owner and Design-Builder stating their agreement upon all of the following:

...

§ 6.3.2 A Change Directive shall be used only in the absence of total agreement on the terms of a Change Order. ~~Order~~ for work which is on the documented critical path of the schedule.

PAGE 19

§ 7.2.6 If the ~~Owner~~ Owner, or Owner's Project Manager, observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the ~~Owner~~ Owner, or Owner's Project Manager, shall give prompt written notice thereof to the Design-Builder.

...

§ 7.3.1 The ~~Owner shall review and~~ Owner, and Owner's Project Manager, shall review and Owner shall approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 20

§ 7.4 Visits to the site by the ~~Owner~~ Owner, or Owner's Project Manager, shall not be construed to create an obligation on the part of the ~~Owner~~ Owner, or Owner's Project Manager, to make on-site inspections to check the quality or quantity of the Work. The ~~Owner~~ Owner, and Owner's Project Manager, shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The ~~Owner~~ Owner, and Owner's Project Manager, shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The ~~Owner~~ Owner, and Owner's Project Manager, shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

...

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

PAGE 21

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the ~~Owner~~ Owner's Project Manager an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

PAGE 22

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the ~~Owner's, or Owner's Project Manager's,~~ determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered

evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

PAGE 24

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ~~Owner-Owner, and Owner's Project Manager,~~ will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

PAGE 27

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the ~~Owner-Owner, or Owner's Project Manager,~~ or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

PAGE 28

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner ~~a limited,~~ an irrevocable and non-exclusive license to use the Instruments of Service ~~solely and exclusively~~ for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including ~~prompt~~ payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service ~~solely and exclusively~~ for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

...

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any actual expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for actual expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

PAGE 30

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and actual costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

PAGE 32

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to ~~binding dispute resolution~~ dispute resolution by a South Carolina state court with jurisdiction.

...

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

...

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. litigation.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. conducted by a mutually agreeable mediator certified the South Carolina Supreme Court Commission on Alternative Dispute Resolution in accordance with the South Carolina Rules of ADR. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings. Contract. Mediation shall proceed in advance of the filing of pleadings, which shall be stayed pending mediation for a period of 60 days from the date of filing, days, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration (n/a)

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). propose to include in any mediation conducted under this Agreement any other party with regard to a material dispute in the contract.

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in ~~arbitration, mediation~~, provided that the party sought to be joined consents in writing to such joinder. ~~Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to ~~an arbitration~~ a mediation conducted under this ~~Section 14.4, Section~~, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

PAGE 33

The Contract shall be governed by the law of ~~the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 14.4, South Carolina.

PAGE 34

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract. The parties acknowledge Owner is a public body subject to the South Carolina Freedom of Information Act (FOIA), and that all documents are subject to release to the public unless exempt from disclosure under the FOIA or prohibited from release.

If Design-Builder contends a document is proprietary, it shall mark any such documents. If a FOIA request for documents identified as proprietary is received, Owner agrees to promptly notify Design-Builder. Owner agrees not to disclose confidential proprietary information under an exemption allowed by law absent a court order, and either party may seek protection from disclosure by filing an appropriate action in Circuit Court. If litigation is commenced against Owner under the FOIA, Design-Builder agrees to indemnify Owner for all fees and costs incurred in defending a FOIA violation action to exempt Design-Builder's marked proprietary documents from release.

PAGE 35

.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, ~~if executed~~ Amendment

...

.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed

.6 Other:

Exhibit C, Request for Qualifications for Project No. 2005 dated February 7, 2024

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following: Exhibit D, Request for Qualifications Response dated March 1, 2024

Exhibit E, Request for Proposals No. 2005 dated May 3, 2024

Exhibit F, Request for Proposals Response dated May 23, 2024

Exhibit G, Design-Builder's schedule dated TBD

.6 Other:

Exhibit H, Cost Allocation Matrix

...

Scott Whittier City Administrator

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:01:19 ET on 05/06/2024 under Order No. 4104241509 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Attachment: Exhibit C - COG City Hall - A141-2014 (4114 : City Hall- Design build services)

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WACCAMAW
REGIONAL
COUNCIL OF GOVERNMENTS

ONE REGION MOVING FORWARD TOGETHER

Serving Georgetown, Horry, and Williamsburg Counties

June 17, 2024

Scott Whitter
City of Georgetown
417 Wood Street
Georgetown, SC 29440

Subject: Independent Monitor Findings of City Hall Design-Build Selection Process

Dear Mr. Whitter:

Per your request, the Waccamaw Regional Council of Governments has reviewed the selection process for a Design-Build contractor to perform renovations at the former Liberty Steel Headquarters building located at 420 S. Hazard Street in accordance with Section 2-187 of the City's procurement policy.

Section 2-187 of the City's Procurement Code states that *"If the method of construction contracting administration is determined under this Section, the Mayor shall select an independent monitor from an agency of government who does not report directly or indirectly to the City Administrator or City Council to observe the source selection process to determine if the process was fair, open and competitive at the time of source selection. The monitor shall give a written report to the Mayor which sets forth those findings."*

Based on our review of materials and documentation of the bid and selection process, the City has followed the procurement procedures in Section 2-185 and 2-187. Note that our agency was not involved in, nor did it observe, the preparation of the RFQ, RFP, or the firm selection process. We were not part of the City's Project Review Committee, nor did we review the submissions themselves. Because of this, our review is based solely upon documentation of the process that has been provided by City staff. Our agency feels that the City followed its procurement procedures, allowing for a fair, open and competitive selection process. Please reach out if you have any questions or need clarification.

Best regards,

Leigh Kane, AICP
Local Planning Services Director
Waccamaw Regional Council of Governments
LKane@wrcog.org
843-436-6125

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4104)**

Meeting: 06/20/24 05:30 PM

Department: Electric

Category: Report

Prepared By: Ryan Courtemanche

Initiator: Ryan Courtemanche

Sponsors:

DOC ID: 4104

Electric Department Monthly Report

MAYOR
CAROL JAYROE

CITY ADMINISTRATOR
SCOTT WHITTIER

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
JIM CLEMENTS
MAYOR PRO TEMPORE

JONATHAN ANGNER
BRUCE CARL
ERIN ETHRIDGE
JIMMY MORRIS
TAMIKA WILLIAMS-OBENG

Electric Utility Department
Office: (843) 545-4600
Fax: (843) 527-7591

June 10th, 2024

The following is a summary of major activities in the Electric Utility Department for May 2024:

Peak shaving was successful for the month of May. The coincidental electrical peak load, with Santee Cooper, was correctly projected and the generation plant operated both units during those hours. The electric peak load occurred on May 28th, 2024, at 6pm. Generators ran a total of 18.7 hours for the month of May.

The Electric Department continued with replacing old poles, completing service orders for repair/installation of security lights and installed additional underground utilities in Harbor Club and South Island Plantation.

Sumter Utilities is nearing completion of the underground electric infrastructure upgrade at Front St and Orange St, with plans to wrap up work by the second week of June.

The cleanout process for the old Electric Dept operations building has been successfully completed, and as of May 8th staff have fully moved out of 800 Church St.

The May safety meeting took place on the 3rd, with its focus on safety at work and home by following protocols and staying informed.

Other statistics of interest for May:

Electric Department Statistics (FY 2024)

Description	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Totals
Cut-on – regular	165	163	140	145	141	110	133	155	148	181	205		1,686
Cut-off – regular	104	90	60	107	76	116	136	107	87	149	114		1,146
Cut-off – non-pay	115	244	156	232	212	173	332	255	243	313	453		2,728
Non-pay restores	89	121	101	162	100	138	262	179	121	187	291		1,751
Re-read orders	2,006	2,230	2,223	2,837	2,545	2,130	3,633	2,309	2,396	2,958	3,117		28,384
Miscellaneous order	5	3	3	7	2	1	4	2	1	-	2		30
Void orders	1	-											1
Total orders worked	2,483	2,851	2,683	3,490	3,076	2,668	4,500	3,007	2,996	3,788	4,182	-	35,724
PUPS locates	107	130	177	181	156	113	139	180	101	152	151		1,587

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4118)**

Meeting: 06/20/24 05:30 PM

Department: Engineering

Category: Report

Prepared By: Orlando Arteaga

Initiator: Orlando Arteaga

Sponsors:

DOC ID: 4118

Engineering Department Monthly Report



**City of Georgetown
Engineering Department May 2024 Report**

Date: June 10, 2024

DESIGN

WATER & WASTEWATER

1. Sanitary Sewer Line and Manhole Inspections and Repairs-S. Fraser St. (ARPA Project # 1818)

- Engineer: Weston and Sampson Inc.
- Status:
 1. Bids were received on 5/30/24 from RH Moore and Green Wave
 2. Lowest bid was for \$864,000
 3. Green Wave is the second highest bidder and indicated they could match the lowest bid in compliance with the Local Vendor ordinance.
 4. Bid will be presented to council at the June meeting for approval.

2. Raw Water Station Electrical Upgrades (Project # 1607)

- Engineer: Howard Engineering
- Status:
 1. Only one bid was received from Coastal Structures Corp.
 2. The bid amount is \$1,082,485.
 3. The City is partnering with Liberty Steel on this project.
 4. The bid will be presented to council at the July meeting for approval.

3. Pump Station #11 and 20-in. Force Main Replacement (SCIIP Project #1820 and #1821)

- Engineer: WK Dickson
- Status:
 1. Design work is ongoing.
 2. The Pump Station #11 conceptual was presented to the Community Appearance Board (CAB) on May 21 for approval. Plan was approved. CAB required a five-foot landscape buffer and some specific colors for the generator.
 3. The force main (FM) route is being studied for various conflicts, i.e., trees, CSX crossings, shoulder width restrictions, and other underground utilities.



**City of Georgetown
Engineering Department May 2024 Report**

4. The preliminary FM route plan was presented to SCDOT for preliminary review on 6/3/24.
5. Seven trees conflict with FM path; two on Dozier, four on Prince Street, and one on Hazard Street. Staff recommend the removal of these seven trees and replacing them at various locations.

PUBLIC WORKS

1. Cleland Street Parking Lot -CDBG Grant

- Engineer: Hanna Engineering
- Status:
 1. BZA approved the revised parking lot layout on May 1, 2024
 2. CAB required approval is tentatively scheduled for July.
 3. City Attorney will finalize the acquisition of 17-foot alley by end of July.
 4. A final certified survey is needed for the re-arrangement of property lines.

CONSTRUCTION

WATER

1. West End District Water Main Upgrades –CDBG Grant

- Engineer: In-house
- Contractor: ARC, Inc.
- Contract Amount: \$1,039,846
- Final Contract Amount: \$ 851,313.40
- Status:
 1. Currently closing out the grant with the SC Dept. of Commerce.

2. WTP Secondary Sedimentation Basin –EDA Grant

- Engineer: WK Dickson
- Contractor: Consensus Construction Inc.
- Contract Amount: \$5,223,180.87
- Status:
 1. Sitework is ongoing.
 2. Concrete and rebar work for the sed basin base and walls are ongoing.
 3. Concrete base poured.
 4. Electrical rough-in work is ongoing.



**City of Georgetown
Engineering Department May 2024 Report**

3. Maryville Water Distribution Improvements-Phase I (ARPA)

- Engineer: G3 Engineering & Surveying, LLC
- Contractor: King Construction
- Contract Amount: \$656,082.25
- Notice to Proceed issued on 5/1/2024.
- Status:
 1. King Construction's mobilized on 5/1/2024.
 2. Work is ongoing on Asbury, Sassanqua, and Glenwood Streets.

WASTEWATER

1. WWTP Grit Removal System Replacement (#1822)

- Contractor: North American Construction Company
- Bid Award: 10/25/23.
- Bid Amount: \$454,500.
- Status:
 1. Long-lead item submittals are approved.
 2. The equipment delivery date is scheduled for November 2024.

2. Sewer Pump Station Generators-FEMA Grant

- FEMA grant amount: \$160,665.75
- Contractor: Melton Electric.
- Bid Amount: \$215,862
- Notice of Award: 7/26/2022
- Pre-Construction Meeting: 11/16/22.
- Project Start date: June 2024 (Revised)
- Status Comments:
 1. The generators' delivery date is now June 19, 2024. Contractor must verify.



**City of Georgetown
Engineering Department May 2024 Report**

STORMWATER

1. Historic District Stormwater System Improvements-EDA Grant

- Engineer: WK. Dickson
- Contractor: Green Wave Contracting, Inc.
- Contract Amount: \$6,251,220.
- Status:
 1. Division II work is ongoing.
 2. Contractor has reached intersection of Church and Orange Streets.
 3. Two fiber optic lines are in conflict with new storm drainage pipe. Contractor has contacted utility owners to discuss relocation.
 4. There are some potential delays due to fiber optic utility conflict.

PUBLIC WORKS

1. Bobby Alford Picnic Pavilion –CDBG Grant

- Architect: Rosenblum Coe Architects
- Contractor: Pyramid Contracting, LLC
- Status:
 1. The Contractor re-mobilized the week of April 22.
 2. Concrete work is completed.
 3. Masonry reinforcement wall is completed.
 4. Poly foam fill under slab scheduled for June 2024.
 5. Steel delivery is delayed until July 2024.

2. Gilbert, Hawkins, and Butts Street Sidewalk Extension Program

- Contractor: Benton Concrete & Utilities, LLC
- Bid Amount: \$ 218,125.50
- Notice of Award: 12/22/2023
- Notice to Proceed: 2/5/2024
- Status:
 1. Butts Street sidewalk work is completed.
 2. Hawkins Street sidewalk work is ongoing.
 3. Contractor needs to finish pedestrian ramp work at Gilbert Street.



**City of Georgetown
Engineering Department May 2024 Report**

3. Harborwalk Maintenance Repairs.

Contractor: Delta Marine Construction, LLC

Bid Amount: \$59,000

Status:

- Work commenced on June 5th.

CITY HALL BLDG. Project Management (PM) consultant: LCK

Comments:

- Coastal Structures Corp. proposal is scheduled for approval by City Council on 6/20/24.
- The design duration is four months.
- The construction duration is eight months.

MUNICIPAL COMPLEX (ELECTRIC & PUBLIC WORKS) BLDG.

Comments:

- Notice to Proceed for final design on 5/1/2024.
- Final design package with GMP estimate due on 7/30/2024.
- Fence work is planned for July 2024.

OTHER ACTIVITIES:

1. Attended Ecological Landscape Design workshop sponsored by Clemson Extension on 5/29/24.

Prepared by: Orlando Arteaga, P.E., City Engineer

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4101)**

Meeting: 06/20/24 05:30 PM

Department: Fire Department

Category: Report

Prepared By: Amy Skidmore

Initiator: Charles W. Cribb

Sponsors:

DOC ID: 4101

Fire Department Monthly Report

The FIRE Report

A monthly report of Fire Department activities to City Council

June
2024



Fire Prevention Bureau

2024
May

Inspections	37
Violations Found	7
Buildings without Violations	33
Buildings Cleared of Violations	1
Violations Corrected	4
Violations Not Corrected	3
3rd Party Inspection Review	2
Assemblies Inspected:	8
Business Inspected:	12
Educational Buildings Inspected:	0
Factories Inspected:	1
Mobile Food Trucks	0
Hazardous Buildings Inspected	0
Institutional Inspected:	3
Mercantile Inspected:	3
Residential Inspected:	10
Storage Buildings Inspected:	0
Construction Meetings:	0
Plans Review:	1
Test Conducted:	2
Compliance Issues:	0
Complaints Reviewed:	0
Business License:	4
Citation Issued:	0

Public Education

Programs	0
Participants	0

Suppression Division

A Brief Look at Emergency Responses

May 2024

- Seven Medical Calls; One Detector Activation
- Eight Medical Calls; One Alarm Activation
- Eight Medical Calls; Two MVA's; One Woods Fire
- Three Medical Calls; One Electrical Short; One False Alarm; One Search for Person
- Two Medical Calls; One Alarm Malfunction; One Police Matter; One Public Service Call
- Six Medical Calls; One Police Matter; One Public Service Call
- Seven Medical Calls
- Three Medical Calls; One Power Line Down; One MVA; One False Call; One Public Service Call
- Eleven Medical Calls; One Power Line Down; One Mutual Aid Call; Two Public Service Calls
- Two Medical Calls; One Public Service Call
- Five Medical Calls; One Alarm Activation; One Unauthorized Burn; One Public Service Call
- Four Medical Calls; One Structure Fire; One MVA; One False Alarm; Two Public Service Calls
- Eight Medical Calls; One False Alarm; Smoke Scare; One MVA; Two Public Service Calls
- One Medical Call; One False Alarm
- Five Medical Calls; One MVA; One Electrical Issue; Power Line Down; Two Public Service Calls
- Five Medical Calls; One Detector Activation; One MVA; Two Public Service Calls
- Seven Medical Calls; One Electrical Short; One MVA; Two Public Service Calls
- Six Medical Calls; One Public Service Call
- Three Medical Calls; One False Alarm; One Smoke Scare; One Public Service Call
- Two Medical Calls
- Five Medical Calls; One MVA; Three Public Service Calls
- Nine Medical Calls; Three Public Service Calls
- Eleven Medical Calls; One Structure Fire; One False Alarm; One MVA;
- Nine Medical Calls; One False Alarm; One MVA
- Two Medical Calls
- Seven Medical Calls; One MVA
- Six Medical Calls; One Alarm Activation

Attachment: Fire Department May 2024 Report (4101 : Fire Department Monthly Report)



Total Call Volume	May		Year to Date	
	2024	2023	2024	2023
As defined by the National Fire Incident Report System				
Fires	3	6	23	23
Rescue Calls/EMS	171	214	893	992
Hazardous Conditions	6	10	22	24
Service Calls	29	34	157	188
Good Intent Calls	10	10	69	88
False Alarms	13	14	61	69
Weather/Flood	0	0	0	0
Special Incident Type	1	0	2	1
Total Calls	233	288	1227	1385

Save/Loss Analysis

	Losses	Property Values
May 2024	\$ 35,000	\$ 110,000
May 2023	\$ 17,251	\$ 427,500
Year to Date	\$ 174,601	\$ 716,500

Property values are estimates based on the Georgetown County Assessor's Office 2020 Market Values.

Mutual Aid Calls

	May	YTD
To Georgetown County Fire	2	5
To Midway Fire	4	24
To other Departments	0	0
From Georgetown County Fire	1	2
From Midway	1	8
From other Departments	0	0

	May	YTD
Staff Training Hours	374	4385

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4105)**

Meeting: 06/20/24 05:30 PM

Department: Fleet Services

Category: Report

Prepared By: Isaac Williams

Initiator: Isaac Williams

Sponsors:

DOC ID: 4105

Fleet Service May Report

FLEET SERVICES MONTHLY REPORT (FY 23-24)

Task	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Cumulative
Repairs	54	82	56	71	117	103	87	90	62	71			793
Preventative Maintenance	14	19	13	14	15	20	54	50	20	25			244
Tires repaired or Replaced	35	20	23	22	40	32	24	19	31	30			276
Services Past Due	-	-											-
Monthly Totals	103	121	92	107	172	155	165	159	113	126	-	-	1,313

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4107)**

Meeting: 06/20/24 05:30 PM

Department: Municipal Court

Category: Report

Prepared By: Cindy Owens

Initiator: Cindy Owens

Sponsors:

DOC ID: 4107

Municipal Court Monthly Report

Municipal Court Monthly Report (Fiscal Year 2024)

Cases Disposed	July		August		September		October		November		December	
	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts
Paid	49	\$ 7,622.00	86	\$ 17,781.23	57	\$ 12,079.50	45	\$ 8,557.50	57	\$ 10,944.38	31	\$ 7,273.50
Served Time	0	\$ -	7	\$ 8,035.00	6	\$ 8,392.50	18	\$ 13,357.50	16	\$ 12,985.00	7	\$ 8,027.50
Scheduled Time Payment	5	\$ 2,295.88	9	\$ 2,888.56	21	\$ 11,418.58	16	\$ 5,968.18	20	\$ 13,078.75	17	\$ 9,024.52
NRVC	14	\$ 2,475.25	18	\$ 5,660.00	19	\$ 9,212.50	25	\$ 8,043.00	28	\$ 8,099.50	11	\$ 3,106.75
Tried in Absence	3	\$ 3,055.00	11	\$ 8,654.95	13	\$ 8,810.00	9	\$ 2,980.00	23	\$ 23,017.50	15	\$ 15,405.00
Parking Tickets Paid	70	\$ 2,320.00	64	\$ 2,345.00	42	\$ 780.00	45	\$ 1,500.00	28	\$ 760.00	31	\$ 925.00
Nolle Prosequi/Dismissed/Not Guilty	37		77		96		59		62		57	
Transferred to General Sessions Court	26		11		30		51		27		29	
Voided	18		9		8		8		8		4	
Fine Suspended			0		0		1	\$ 2,125.00	0		0	
Code Enforcement Tried in Absence			5	\$ 5,437.50	1	\$ 1,087.50	0		0		3	\$ 3,262.50
Code Enforcement Fine Suspended			1	\$ 1,087.50	0		1	\$ 1,087.50	0		0	
Code Enforcement Fine Paid			0	\$ -			0		0		0	
Code Enforce Scheduled Time Payment												
Code Enforcement Nolle Prosequi							8		12		0	
Total	222	\$ 17,768.13	298	\$ 51,889.74	293	\$ 51,780.58	286	\$ 43,618.68	281	\$ 68,885.13	205	\$ 47,024.77

Cases Disposed	January		February		March		April		May		June	
	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts
Paid	98	\$ 19,116.21	106	\$ 21,221.00	99	\$ 18,962.00	128	\$ 23,487.38	61	\$ 11,410.06		
Served Time	3	\$ 2,057.50	14	\$ 19,997.50	4	\$ 2,295.00	15	\$ 14,687.50	13	\$ 12,362.50		
Scheduled Time Payment	11	\$ 4,120.02	8	\$ 6,023.57	19	\$ 11,544.66	12	\$ 3,652.00	17	\$ 5,947.54		
NRVC	26	\$ 6,743.00	15	\$ 4,124.50	26	\$ 5,817.00	23	\$ 5,050.25	19	\$ 4,510.75		
Tried in Absence	9	\$ 5,920.00	7	\$ 7,830.00	18	\$ 11,600.75	9	\$ 6,364.50	2	\$ 697.50		
Parking Tickets Paid	70	\$ 1,025.00	32	\$ 825.00	33	\$ 875.00	81	\$ 2,865.00	47	\$ 1,350.00		
Nolle Prosequi/Dismissed/Not Guilty	81		54		118		90		79			
Transferred to General Sessions Court	24		28		12		42		37			
Voided	11		7		8		5		4			
Fine Suspended			2	\$ 440.00	0		0		0			
Code Enforcement Tried in Absence			2	\$ 2,175.00	0		0		2	\$ 2,175.00		
Code Enforcement Fine Suspended					0		0		0			
Code Enforcement Fine Paid					0		0		0			
Code Enforce Scheduled Time Payment							1	\$ 772.50	4			
Code Enforcement Nolle Prosequi	3				0		3					
Total	336	\$ 38,981.73	275	\$ 62,636.57	337	\$ 51,094.41	409	\$ 56,879.13	285	\$ 38,453.35	0	\$ -

Cases Disposed	Cummulative Totals	
	# of Cases Disposed	Fine Amounts
Paid	817	\$ 158,454.76
Served Time	103	\$ 102,197.50
Scheduled Time Payment	155	\$ 75,962.26
NRVC	224	\$ 62,842.50
Tried in Absence	119	\$ 94,335.20
Parking Tickets Paid	543	\$ 15,570.00
Nolle Prosequi/Dismissed/Not Guilty	810	\$ -
Transferred to General Sessions Court	317	\$ -
Voided	90	\$ -
Fine Suspended	3	\$ 2,565.00
Code Enforcement Tried in Absence	13	\$ 14,137.50
Code Enforcement Fine Suspended	2	\$ 2,175.00
Code Enforcement Fine Paid	0	\$ -
Code Enforce Scheduled Time Payment	1	\$ 772.50
Code Enforcement Nolle Prosequi	26	\$ -
Total	3227	\$ 529,012.22

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4111)**

Meeting: 06/20/24 05:30 PM

Department: Planning and Community Development

Category: Report

Prepared By: Brittany M. Powell

Initiator: Peter Gaytan

Sponsors:

DOC ID: 4111

Planning & Community Development Monthly Report

May 2024 – Friends of the Kaminski House Report, Streater Mitchum, Executive Director

- Visitors came from 21 different states and 3 foreign countries in May. Since July 2023, we have had visitors from 50 different states and 17 different countries. We have had a 2% increase in total visitors for the year-to-date.
- Volunteers put in a total of 123 hours of work in May.
- We had a successful Palmetto Giving Day; we raised a total of \$8,920.00
- On the curatorial front, we have obtained quotes to complete the work with Harold's Porch and we are working on scheduling with the anticipation the work will begin this summer.
- The house and the wooden steps to our waterfront area were professionally pressure washed this week.
- We worked with SC DOT to have a new sign added for the Kaminski House Museum on North Fraser Street, directing visitors to our site.
- We are looking forward to our next event, the 4th of July Concert on the Lawn!

May 2024 – Planning and Community Development, Al Joseph, Main Street Director

- Attended the Keep Georgetown Beautiful board meeting
- Attended the monthly meeting of the Arts Commission
- Attended four (4) Food, Beer and Wine Festival planning meetings
- Attended the grand opening ribbon cutting of the George Hotel
- Meeting with Our State magazine for potential advertising opportunities. Scheduled their rep to present to the GBA in May
- Attended the planning meeting for the Art/Wine Walk
- Attended the Chamber of Commerce Business After Hours
- GAB News April interview
- Interview with Channel 2/Charleston about paid parking on Front St.
- Interview with Peeps Media about the George Hotel
- Interview with WMBF/Myrtle Beach about the George Hotel
- Interview with Mt. Pleasant Magazine about Georgetown
- Attended the GBA board meeting and regular monthly meeting
- Facilitated a meeting with the Decorative Arts Trust, an international non-profit arts organization, along with representatives from the Friends of the Georgetown Library and the Kaminski House. This group has a national symposium in Charleston in November and wants to bring a contingent to visit Georgetown
- Interview with Channel 2/Charleston for their Lifestyle segment about Georgetown
- Facilitated a virtual meeting with Tourism ExchangeUSA and 7 Georgetown businesses to discuss marketing opportunities.
- Coordinated with a tour group out of Wilmington who are bringing 32 visitors to Georgetown on April 23rd and 24th
- Passed out GBA membership cards to all Front St. businesses to help boost membership renewals. Also recruited two new board members for the GBA
- Facilitated and attended the volunteer meeting for the Food Beer and Wine Festival

- Scheduled a meeting with the GBA and City Administrator to discuss renewal of the DMO, which expires at the end of the fiscal year
- Began work on a T-Mobile Hometown Grant to fund the transformer art project
- Continued to plan the June 21 event for the unveiling of the Joseph Rainey plaque. Sound system, Honor Guard, invitation list, permit application, etc.
- Met with Karol Anderson to finalize the permit application for the Rainey event on June 21st.
- Distributed door hangars for the Food, Beer and Wine Festival to all businesses on Front St.
- The third interview this month with Channel 2 Charleston about housing and people moving into Georgetown.

May 2024 Report – Planning and Community Development, Peter Gaytan, Director

- Comp Plan Update Meetings
- 5 ARB Applications
- 1 ARB Meeting
- 1 BZA Applications
- 1 BZA Meeting
- 2 CAB Applications
- 1 CAB Meeting
- 1 Planning Commission Meeting
- 6 Sign Permits Issued
- 2 Sandwich Board Signs Issues
- 2 Encroachment Permits
- 11 STVR Permits Issued
- 1 Temp Sign Issued
- 5 Plat Reviews
- 1 Mobile Home Permits
- One Council Meeting
- Went online with STVR Permit Software
- Hired the Zoning Administrator Position
- Multiple Site Visits to verify Flood Elevations and Compliance
- Budget Workshop
- Meet with Orlando about new pump station at the old City Hall Lot and Front St Parking Lot and Cleland St Parking Lot
- Attended CFM Webinars
- Attended NAPC Meetings
- Multiple Meetings with Developers
- Meet with STVR Software Reps
- Multiple Tree Investigations
- Forerunner Software Meetings
- Annexation Meetings
- Meet with Solar Canopy Team
- Printed off Several GIS Maps for City Employees
- SCAC Follow Up Meeting
- Meet with Winyah Dental Group

- GSATS Meetings
- Received our CRS Rating

May 2024 Report – Building Department, Derek Harrelson, Code Enforcement Officer

- Calls/complaints: 15
- Site Visits: 89
- Courtesy Notices Sent: 24
- In Person Notices: 10
- Sign violations: 21
- Other issues addressed and meetings: 0
- Business License Inspections: 0

May 2024 Report – Building Department, Ryan Call, Certified Building Official

- Inspections - 241
- Stop Works - 2-3
- Business License - 4-5

Planning & Community Development Monthly Report Statistics (2024)

Boards and Commissions Applications & Applications Heard													
Boards & Commissions	January	February	March	April	May	June	July	August	September	October	November	December	Total
Architectural Review Board	5	7	2	5	6								25
Board of Zoning Appeals	2	0	0	1	2								5
Planning Commission	1	0	2	1	1								5
Community Appearance Board	0	5	3	4	3								15
Construction Board of Appeals	0	0	0	0	1								1
Totals	8	12	7	11	13	0	0	0	0	0	0	0	51

Number of Inspections by Building Official/Building Inspector													
Inspection Type	January	February	March	April	May	June	July	August	September	October	November	December	Total
Certificates of Occupancy Issued	0	0	6	11	5								22
Stop Work	2	2	3	3	3								13
Inspections	182	204	186	183	241								996
Technical Review Committee	0	0	0	0	0								0
Plan Review & Sign	0	0	0	0	0								0
Business License Inspections For New Businesses	4	3	4	3	5								19
Totals	188	209	199	200	254	0	0	0	0	0	0	0	1050

Code Enforcement Issues													
Enforcement	January	February	March	April	May	June	July	August	September	October	November	December	Total
Calls/Complaints	9	3	5	13	15								45
Site Vists	51	78	75	99	89								392
Courtesy Notices sent or In person notice	18	26	23	39	34								140
Sign Violations	44	5	11	22	21								103
Business License Inspections	0	0	4	2	0								6
Other Issues Addressed and Meetings	1	1	1	0	0								3
Totals	123	113	119	175	159	0	0	0	0	0	0	0	689

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4103)**

Meeting: 06/20/24 05:30 PM
Department: Police Department
Category: Report
Prepared By: Tenetra Sellers
Initiator: William Pierce
Sponsors:
DOC ID: 4103

Police Department Monthly Report

MAYOR
CAROL JAYROE

CITY ADMINISTRATOR
SCOTT WHITTIER

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
JIM CLEMENTS
MAYOR PRO TEMPORE

JONATHAN ANGNER
BRUCE CARL
ERIN ETHRIDGE
JIMMY MORRIS
TAMIKA WILLIAMS-OBENG

Georgetown Police Department
William Pierce, Jr, Chief of Police
Office: (843) 545-4300
Fax: (843) 520-5848

June 3, 2024

Honorable Mayor Carol Jayroe
And Members of City Council
City of Georgetown, South Carolina

Dear Mayor Carol Jayroe and Council Members:

On May 1st, we hosted "Honoring the Badge" a Police Ethics Course. This course is part of the Josephson Exemplary Policing Initiative taught through Drake University and focuses on applied ethics, and the ethical challenges within law enforcement.

May 2nd members of the GPD attended the National Day of Prayer on Front Street.

May 3rd and 4th was the Food, Beer, and Wine Festival. This year's event was well attended and was held without incident.

May 7th, the Law Enforcement United group stopped by the GPD to honor Major Spencer Guerry before proceeding on their bicycle ride to Washington, DC. Law Enforcement United is a volunteer-driven organization, formed by law enforcement officers, survivors, and civilian supporters, seeking to honor law enforcement personnel who died on duty and aid their survivors. The organization's mission is to ensure the deceased are remembered and to support survivors.

May 13th, Joseph Cruz-Runnels a senior from Coastal Carolina University began his summer internship. Joseph is majoring in criminal justice and will graduate this fall. While here Joseph will be immersed in the operations of both the enforcement and support services divisions.

We have finished preparing for State accreditation certification and have made our formal request to the SCLEA administration to host our on-site review. Normally, the on-site will occur 45 to 90 after making the request.

This month the following new employees started with the GPD:

Brady Skelly started May 6th, Brady is non-certified and will be attending the SCCJA soon.

Bryan McKay started May 9th, Bryan is a SCCJA certified officer and will be taking over as the SRO at Maryville Elementary.

Brian Cumbee started May 20th, Brian is a SCCJA certified officer and will be the SRO at Georgetown Middle.

Jayla Reddick started May 20th, Jayla is a civilian employee assigned to the clerical staff working front desk receptions.

We currently have two applicants with conditional offers of employment, both are progressing through the remainder of their hiring processes; one is a certified officer from Mt. Pleasant, and the other is a non-sworn individual that will need to attend the SCCJA.

Sincerely,

William Pierce,
Chief of Police

Drawer 939
Georgetown, SC 29442

Attachment: Police Department May 2024 Report (4103 : Police Department Monthly Report)

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December	Total
Calls for Service	2202	1917	1834	1712	2448								10113
Incident Reports	161	163	145	167	176								812
Zone 1	29	22	18	28	30								127
Zone 2	60	60	48	55	53								276
Zone 3	72	81	79	54	93								379
Street Crimes													
Incident Reports	22	16	7	12	5								62
Traffic Stops	31	65	41	80	17								234
Arrest	17	18	10	14	14								73
Drug Cases	0	1	1	2	1								5
Weapon Recovered	0	2	0	1	0								3
Arrest	79	82	59	82	92								394
Warrants Served	38	26	29	40	38								171
Traffic Accidents													
Responded To	34	56	47	56	52								245
TR310s completed	29	42	47	54	47								219
Traffic Stops	569	509	420	544	457								2499
Uniform Traffic Ticket	233	233	197	251	275								1189
Male	149	157	114	145	165								730
Female	84	76	83	106	110								459
Caucasian	121	107	86	128	160								602
African American	33	43	26	29	23								154
Hispanic	30	34	25	35	30								154
Other	49	49	60	59	62								279
Warning/Public Contact	325	343	255	350	291								1564
Male	200	196	129	190	165								880
Female	125	147	127	160	129								688
Caucasian	178	185	137	205	164								869
African American	13	68	103	131	118								433
Hispanic	14	15	12	8	11								60
Other	120	75	4	5	9								213
Property Check	797	554	103	77	935								2466
Overdose	3	3	1	2	2								11

Non-death	3	3	1	2	2								11
Death	0	0	0	0	0								0
Narcan by GPD	0	1	0	0	0								0
Parking Tickets	53	54	69	101	61								338

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4106)**

Meeting: 06/20/24 05:30 PM

Department: Public Works

Category: Report

Prepared By: Natrona Simmons

Initiator: Natrona Simmons

Sponsors:

DOC ID: 4106

Public Works Monthly Report

PUBLIC WORKS CURBSIDE COLLECTIONS MONTHLY REPORT (FY 2023-2024)

Division	Task	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Cummulative
Curbside Debris	Yard Waste: Leaves, Grass & Straw collected	66	90	81	64	119	89	77	126	206	79	104		1,102
Curbside Debris	Brown & White Goods collected (Net Tons)	84	33	5	149	20	31	97	25	37	113	18		612
Garbage Collections	Residential Solid Waste Collection (Net Tons)	348	332	316	342	301	314	336	276	298	349	337		3,548
Recycle Collections	Recyclables Collected (Net Tons)	11	13	12	12	12	11	14	11	10	12	19		136
	Monthly Totals (Net Tons)	509	469	413	567	453	445	524	438	550	553	478	-	5,398

Upcoming Residential Bulk Waste Collections: July 2024

PUBLIC WORKS MONTHLY WORK ORDERS REPORT (FY 2023-2024)

Division	Task	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Cummulative
Solid Waste Maintenance	# of work orders requests completed for new roll out cart deliveries, and/or replacements, recycle bins and special events.	67	59	58	25	37	49	44	46	69	95	67		616
Streets & Maintenance	Work Order requests/assignments completed for repairs or installations of residential street signs, pot holes and sidewalks, park and facility maintenance.	35	24	14	36	23	18	33	10	29	50	36		308
	Monthly Work Orders Totals	102	83	72	61	60	67	77	56	98	145	103	-	924

KEEP GEORGETOWN BEAUTIFUL - MONTH OF MAY, 2024

May 9th	Community Garden Ribbon Cutting on Winyah Street.
May 11th	City & County Shredding Event at GHS.
May 25th	Great American Clean Up at Morgan, East Bay Park and Boat Landing.
May 31st	Movies in the Park in Rainey Park.

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4102)**

Meeting: 06/20/24 05:30 PM
Department: Risk Management
Category: Report
Prepared By: Amy Skidmore
Initiator: Charles W. Cribb
Sponsors:

DOC ID: 4102

Risk Management Monthly Report

MAYOR
CAROL JAYROE

CITY ADMINISTRATOR
SCOTT WHITTIER

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
JIM CLEMENTS
MAYOR PRO TEMPORE

JONATHAN ANGNER
BRUCE CARL
ERIN ETHRIDGE
JIMMY MORRIS
TAMIKA WILLIAMS-OBENG

Georgetown City Fire Department
Charles W. Cribb, Fire Chief
Office: (843) 545-4200
Fax: (843) 527-1650

Risk Management May 2024 Report

Risk Management

Department	SCMIT/SCMIRF	Loss Description
Public Works	SCMIT – 1 SCMIRF – 0	Hit Fence with Lawn Mower
Water Utilities	SCMIT – 1 SCMIRF – 0	Hand Injury
Electric Utilities	SCMIT – 0 SCMIRF – 0	
Fleet	SCMIT – 0 SCMIRF – 0	
Finance	SCMIT – 0 SCMIRF – 0	
Fire	SCMIT – 1 SCMIRF – 1	Foot Injury Vehicle Accident
Administration	SCMIT – 0 SCMIRF – 0	
Engineering	SCMIT – 0 SCMIRF – 0	
Municipal Court	SCMIT – 0 SCMIRF – 0	
Planning & Community Development	SCMIT – 0 SCMIRF – 0	
Police Department	SCMIT – 1 SCMIRF – 1	Knee Injury Vehicle Accident

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4110)**

Meeting: 06/20/24 05:30 PM

Department: Water Utilities

Category: Report

Prepared By: Chris Mullis

Initiator: Chris Mullis

Sponsors:

DOC ID: 4110

Water Utilities Monthly Report

WATER - WASTEWATER - STORMWATER UTILITY REPORT (FY 2024)

Description of Work Performed	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Cumulative
Water Treatment Plant (WTP)													
Filtered Water Total (MG)	44.021	42.946	42.493	39.403	39.913	43.912	43.570	38.815	38.888	39.774	46.883		460.618
Average Daily Flow Finished Water (MGD)	1.420	1.385	1.416	1.271	1.208	1.417	2.476	1.386	1.254	1.326	1.252		15.811
King Well (MG)	1.250	0.000	0.000	0.000	2.111	0.000	0.000	0.000	0.000	0.000	0.000		3.361
Maryville Well (MG)	2.843	0.000	0.000	0.000	1.554	0.000	0.000	0.000	0.000	0.000	0.000		4.397

Wastewater Treatment Plant (WWTP)

Influent Flow Total (MG)	102.216	113.355	112.102	110.947	100.477	146.368	148.057	127.875	153.289	118.127	100.823		1333.636
Average Daily Influent Flow (MGD)	3.297	3.657	3.736	3.578	3.349	4.722	4.776	4.567	4.945	3.938	3.252		43.817
Effluent Flow Total (MG)	98.360	113.689	95.166	97.640	96.533	146.949	150.476	126.276	130.836	111.994	95.101		1263.020
Average Daily Effluent Flow (MGD)	3.173	3.667	3.172	3.150	3.218	4.740	4.854	4.510	4.221	3.733	3.068		41.506
Rainfall Total (Inches)	8.010	5.870	3.030	3.910	3.250	12.629	2.080	3.980	5.070	2.060	3.890		53.779

Water Distribution

Work Orders Completed	52	65	36	51	60	65	78	78	77	45	74		681
Water Leak Repairs	16	14	16	24	36	14	27	14	15	16	27		219
Water Meter Replacements	1	0	3	4	5	0	5	5	3	1	3		30
Locates Completed	113	110	172	307	278	230	292	348	254	262	287		2653

Wastewater Collection

Work Orders Completed	30	34	28	51	43	34	67	71	26	37	41		462
Backup Responses	16	17	12	30	24	17	31	26	18	13	16		220
Locates Completed	113	110	172	307	278	230	292	348	254	262	287		2653

Maintenance

Work Orders Completed	22	26	24	25	20	26	19	17	24	31	24		258
Work Orders on Pump Stations Completed	3	3	3	2	0	3	12	6	8	14	14		68
Work Orders for the WWTP Completed	3	2	2	7	6	2	6	3	5	4	2		42
Work Orders for the WTP Completed	1	1	1	1	0	1	1	1	1	1	3		12

Stormwater

Work Orders Completed	2	3	10	1	1	3	10	4	1	3	1		39
Locates Completed	113	110	172	307	278	230	292	348	254	262	287		2653

DRAINAGE SYSTEM INSPECTION AND MAINTENANCE LOG

ADDRESS OF INSPECTION	DATE	INSPECTED BY	PROBLEMS OBSERVED	ASSIGNED TO	ACTION TAKEN	PIPE SIZE	CLEANING FOOTAGE	COMPLETED DATE
1075 North Fraser st	5/1/24	John Britton	Ditch on N. Merriman Rd need cleaning	Stormwater	Clean ditch on Merriman Rd			5/1/2024
Orange st and Prince st	5/1/24	John Britton	Catch basin and lines need cleaning	Stormwater	Clean CB and lines	12"		5/1/2024
621 Duke st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
Landgrave st and Horry st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
Alex Alford Dr and Duke st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
315 Lee st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
2004 Duke st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
Church st and Sorrel st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
320 Stevenson st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
2802 Farrelly st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
2803 Farrelly st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
2413 Prince st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
2412 Prince st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
A ave and Winyah st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
Gilbert st and E st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
Wilkinson st and Oak st	5/2/24	Daniel Sumpter	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/2/2024
South Island Rd and Lakeside Dr	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Cedar st and South Island Rd	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
911 Spruce st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
South Island Rd and Spruce st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Myrtle st and Birch st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
406 Olive st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
504 Olive st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
South Bay st and Olive st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
414 Dawson st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Wayne st and South Bay st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
2329 South Bay st	5/3/24	John Britton	Catch basin cement lid need cleaning	Stormwater	clean around CB lid			5/3/2024
402 Glenwood st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Wayne st and Withers st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
1912 Oak st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
1914 South Island Rd	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024

DRAINAGE SYSTEM INSPECTION AND MAINTENANCE LOG

ADDRESS OF INSPECTION	DATE	INSPECTED BY	PROBLEMS OBSERVED	ASSIGNED TO	ACTION TAKEN	PIPE SIZE	CLEANING FOOTAGE	COMPLETED DATE
2112 South Island Rd	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Donham ave and South Fraser st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Daisy st and Fern st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Loblolly st and Elizabeth st	5/3/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/3/2024
Prince st and Cleland st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
Highmarket st and Cleland st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
Duke st and Wood st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
325, 334 Orange st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
Duke st and Screven st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
520 Duke st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
East Bay st and Prince st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
Meeting st and Front st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
Highmarket st and Wood st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
Prince st and Queen st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
212, 506, 510 Front st	5/6/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/6/2024
218 Cannon st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Queen st and Highmarket st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Orange st and Prince st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Nimmer st and Mashview Ln	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
611, 641, 720 Willowbank Rd	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Winyah st and Dusenberry st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
A st and Winyah st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Front st and B st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Kaminski st and Emanuel st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Winyah st and South Merriman Rd	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Emanuel st and Hazard st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Front st and Kaminski st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
409, 413 North Congdon st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Butts st and Kaminski st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
Hawkins st and Kaminski st	5/7/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris			5/7/2024
1914, 1916, 1922 Highmarket st	5/15/24	John Britton	Catch basin and line need cleaning	Stormwater	Clean CB and lines	18"		5/15/2024

DRAINAGE SYSTEM INSPECTION AND MAINTENANCE LOG

ADDRESS OF INSPECTION	DATE	INSPECTED BY	PROBLEMS OBSERVED	ASSIGNED TO	ACTION TAKEN	PIPE SIZE	CLEANING FOOTAGE	COMPLETED DATE
1924 Highmarket st	5/15/24	John Britton	Catch basin and line need cleaning	Stormwater	Clean CB and lines	18"		5/15/2024
2828 Front st	5/15/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/15/2024
1932 Front st	5/16/24	John Britton	drainage line need cleaning	Stormwater	Clean drainage line	8"		5/16/2024
2845, 2819 , 2811, 2805 Front st	5/20/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/20/2024
2735, 2712, 2710, 2708 Front st	5/20/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/20/2024
2530 Front st	5/20/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/20/2024
2605 Prince st	5/20/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/20/2024
South Fraser st and Front st	5/21/24	John Britton	Catch basin and line need cleaning	Stormwater	Clean CB and lines	18"		5/21/2024
2412 Front st	5/22/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/22/2024
Washington st and Prince st	5/22/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/22/2024
Lafayette st and Prince st	5/22/24	Daniel Sumpter	Ditch need mowing	Stormwater	Mow ditch			5/22/2024
Highmarket st and East Bay st	5/23/24	John Britton	Catch basin and line need cleaning	Stormwater	Clean CB and lines	15"		5/23/2024
1918 Hawkins st	5/23/24	John Britton	Debris blocking water flow	Stormwater	Remove debris from ditch			5/23/2024
710, 711 Highmarket st	5/24/24	John Britton	Catch basin and line need cleaning	Stormwater	Clean CB and lines	18"		5/24/2024
1105 Palmetto st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
817 Duke st	5/28/24	John Britton	Catch basin and line need cleaning	Stormwater	Clean CB and lines	12"		5/28/2024
Duke st and Cleland st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
Cleland st and Highmarket st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
Wood st and Duke st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
Screven st and Duke st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
Prince st and Cleland st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
641, 646 Willowbank Rd	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
1105 Palmetto st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
Willowbank Rd and Palmetto st	5/28/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/28/2024
410, 411, 425 Queen st	5/29/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/29/2024
117, 118 Orange st	5/29/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/29/2024
721, 1011 Prince st	5/29/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/29/2024
Prince st and East Bay st	5/29/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/29/2024
218 Cannon st	5/29/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/29/2024
25, 210, 229 East Bay st	5/29/24	John Britton	Debris on catch basin grate / in CB box	Stormwater	Remove debris from CB			5/29/2024

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 4115)**

Meeting: 06/20/24 05:30 PM

Department: Finance

Category: Report

Prepared By: Kathy Vermeland

Initiator: Kathy Vermeland

Sponsors:

DOC ID: 4115

Finance and IT Department Monthly Report

CITY OF GEORGETOWN**ARPA Project Cost****May 31, 2024**

17.K.1

Project Description	ARPA Funding	Total Cost	ARPA Balance
City Employee Bonus Pay CLOSED	450,000.00	450,000.00	-
Household Assistance Program (Habitat) CLOSED	200,000.00	200,000.00	-
Lift Station Portable Diesel Pumps CLOSED	161,545.09	161,545.09	-
Maryville Lift Station Supplement Project #1815 CLOSED	587,894.00	587,894.00	-
Historic District Sewer Line Repairs Project #1819 CLOSED	364,971.00	364,971.00	-
SCADA for Water Plant CLOSED	166,302.78	166,302.78	-
Admin Cost (WRCOG)	100,000.00	47,672.43	52,327.57
Maryville Water Distribution Improvements Phase I Project #1516	634,500.00	-	634,500.00
Maryville Water Distribution Improvements Phase I Project #1516 : Engineering	62,500.00	48,449.03	14,050.97
West End Water Main Improvements Project #1515	304,580.00	292,553.56	12,026.44
West End Water Main Improvements Project #1515 : Contingency	50,000.00	-	50,000.00
Sewer/MH Pipe Lining and Repairs Project #1818 : Engineering	474,475.00	-	474,475.00
Sewer/MH Pipe Lining and Repairs Project #1818	100,525.00	74,529.69	25,995.31
WTP Secondary Sed Basin Project #1606 : Contingency	400,000.00	-	400,000.00
Project Contingency	294,859.03	-	294,859.03
	4,352,151.90	2,393,917.58	1,958,234.32

CURRENT PROJECT LISTING REPORT FOR THE PERIOD ENDING 05.31.2024

PROJ #	PO #	PROJECT NAME - DESC/COMMENTS	Vendor	Cost	% Complete	balance remaining on PO
2005	2024-174	City Hall Rebuild - Project Management Services	LCK LLC	155,000.00	0.22	121,220.89
1926 1234 3501		Municipal Complex (Electric & Public Works) building				
2002	TBD	Wi-Fi in Public Parks - State CDBG Cares Act Funding - CDBG-CV1-022 - RFP Rebid issued - Bids received 6.21.2023, but were non-responsive - asked COG for guidance on how to proceed	HTC			
1220	TBD	Public Works Office Building Improvements - The city is looking at other site options at this time.	TBD			
1222	2024.095	East Bay Park Bobby Alford Pavilion - CDBG Project #CV1-019 - A/E Services - PO issued 9.08.2022	ROSENBLUM COE	92,500.00	0.83	15,637.06
1222	2024.101	East Bay Park Bobby Alford Pavilion - CDBG Project #CV1-019	Pyramid Contracting	1,027,462.28	0.00	1,027,462.28
1230	2024.094	East Bay Park Boat Landing Repairs - SCPARD GRANT #2022020 - PO issued 8.26.2022 with anticipated completion date of 1.30.2023	ASSOCIATES ROOFING & CONSTRUCTION (ARC)	48,759.00	0.97	1,500.00
1236	2024.098	Gilbert Hawkins Butts Street Sidewalk Extension - Rep Anderson Grant	Cagle Consulting Engineers, LLC	44,900.00	0.84	7,000.00
1237	2024-100	Baruch Park Bathroom	CXT	79,560.79		79,560.79
1515	2024.104	West End District Water Main Improvements - Construction - PO issued 2.02.2023	ARC Inc.	1,013,380.00	0.72	279,760.34
1516	2024.105	Maryville Water Distribution Improvements Phase I - Notice of Intent to Award issued 4.05.2023	G3 Engineering	62,500.00	0.78	14,050.97
1517	2024.106	Black River Road Water and Sewer Line Relocation - Engineering	Rowe Professional Services Inc.	18,050.00	0.35	11,732.50
1606	2024.108	WTP Secondary Sedimentation Basin - Engineering Services - EDA Grant #04-79-07777	WK Dickson	428,000.00	0.78	95,944.14

Attachment: Finance Department Current Project May 2024 Report (4115 : Finance and IT Department Monthly Report)

CURRENT PROJECT LISTING REPORT FOR THE PERIOD ENDING 05.31.2024

PROJ #	PO #	PROJECT NAME - DESC/COMMENTS	Vendor	Cost	% Complete	balance remaining on PO
1606	2024.085	WTP Secondary Sedimentation Basin/WTP FLOC/SED Basin No. 2 - Construction	Consensus	5,223,180.87	0.24	3,957,327.57
1607	2024-180	Raw Water Station Electrical Upgrades	Howard Engineering	83,480.00	0.75	20,740.00
1817	2024.107	Black River Road Water and Sewer Line Relocation - Engineering	Rowe Professional Services Inc.	18,050.00	0.51	8,827.50
1818	2024.109	Sanitary Sewer and Manhole Surveys - Engineering Services	Weston & Sampson	100,525.00	0.80	20,120.51
1820 & 1821	2024-164	Pump Station #11 and 20 in Force Main Replacement	WK Dickson	1,223,000.00	0.28	879,146.79
1822	2024-159	Grit Removal System Replacement Project - RFB	North American Construction Co. Inc	454,500.00	0.00	454,500.00
1927	2024-124	Front St Under Ground (UG) Infrastructure Upgrade Project - Engineering	Utility Technology	102,500.00	0.69	31,561.55
2001	2024.034	Duke St Laydown Yard Site Improvements	ASSOCIATES ROOFING & CONSTRUCTION (ARC)	60,727.50	0.79	12,908.43
2402	2024.099	Cleland Street Parking Lot - Engineering Services	Hanna Engineering	22,500.00	0.36	14,300.00
2403	2024.102	Howard School Park - Engineering Services	Rowe	25,000.00	0.17	20,800.00
2404	2024-256	Harborwalk Maintenance Repairs	Delta Marine Construction llc	59,000.00	0.00	59,000.00
4015	2024.116	Stormwater System Improvements - Engineering - EDA Grant number 04-79-07494 - Change orders 1, 2 & 3 processed 2.17.2023	WK Dickson	567,200.00	0.58	240,256.75

Attachment: Finance Department Current Project May 2024 Report (4115 : Finance and IT Department Monthly Report)

CITY OF GEORGETOWN
SALE OF ASSETS - FY24

GovDeal							
Payment	Govdeal #	Asset ID	Dept.	Description	Amount/Total Proceeds	Notations	Receipt #
				no activity			
				Total July	-		
				no activity			
				Total August	-		
				no activity			
				Total September	-		
				no activity			
				Total October	-		
	617	10707	P WORKS 35.31	1996 FORD FT 900F		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	618	10708	P WORKS 35.31	2008 FORD F-750		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	619	10711	P WORKS 35.31	JOHN DEERE 244H		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	620	11236	WATER 31.15	1999 FORD F-250 SD		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	621	10816	WATER 33.40	2007 FORD F-150		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	622	11010	WWATER 32.18	2004 CHEV SILVERADO		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	623	NA	WWATER 32.18	GENERAC GENERATOR		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	624	NA	WWATER 32.18	GENERAC GENERATOR		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	625	10651	ELECT 30.19	1985 GMC C7D042		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	626	10657	ELECT 30.19	2007 CHEV COLORADO		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	627	10660	ELECT 30.19	2004 F-750		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
	628	11021	WWATER 32.18	2000 FORD F-150		LISTED IN NOVEMBER-AUCTION ENDED NOV. 16	
11.27.2023	620	11236	WATER 31.15	1999 FORD F-250 SD	2,380.00	Sold to Robbie Geathers	Rec #2024-23026
				Total November	2,380.00		
12.04.2023	617	10707	P WORKS 35.31	1996 FORD FT 900F	7,600.00	Sold to Stone Street Builders	Rec #2024-24310
12.04.2023	618	10708	P WORKS 35.31	2008 FORD F-750	19,900.00	Sold to Ron White	Rec #2024-24312
12.06.2023	621	10816	WATER 33.40	2007 FORD F-150	3,051.00	Sold to Jerry Cook	Rec #2024-24672
12.04.2023	622	11010	WWATER 32.18	2004 CHEV SILVERADO	3,625.00	Sold to James Yarborough	Rec #2024-24316
12.11.2023	623	NA	WWATER 32.18	GENERAC GENERATOR	1,500.00	Sold to BandBConstruction	Rec #2024-25091
12.06.2023	624	NA	WWATER 32.18	GENERAC GENERATOR	975.00	Sold to Gabriel Evans	Rec #2024-24671
12.04.2023	626	10657	ELECT 30.19	2007 CHEV COLORADO	4,826.00	Sold to Murray Burrows	Rec #2024-24308
12.11.2023	627	10660	ELECT 30.19	2004 F-750	22,200.00	Sold to Econo Auto Sales Inc	Rec #2024-25088
12.04.2023	628	11021	WWATER 32.18	2000 FORD F-150	1,415.00	Sold to Herbert Greene	Rec #2024-24319
	619	10711	P WORKS 35.31	JOHN DEERE 244H			
12.27.2023	625	10651	ELECT 30.19	1985 GMC C7D042		Sold to Steve Nichols	
				Total December	65,092.00		
01.29.2024	625	10651	ELECT 30.19	1985 GMC C7D042	1,775.00	Sold to Steve Nichols	Rec #2024-32542
				Total January	1,775.00		
2.20.2024	619	10711	W management	John Deere Loader 244H	5,416.00	Sold to James Hower	Rec #2024-35937
				Total February	5,416.00		
				no activity			

Attachment: Finance Department GovDeal May 2024 Report (4115 : Finance and IT Department Monthly

CITY OF GEORGETOWN							
SALE OF ASSETS - FY24							
GovDeal							
Payment	Govdeal #	Asset ID	Dept.	Description	Amount/Total Proceeds	Notations	Receipt #
Total March					-		
Total April					-		
05.20.2024	629	NA	POLICE 10.05.05	NORDIC TRACK TREADMILL	100.00	SOLD TO TERENCE TUCKER	
Total May					100.00		
Total June					-		
TOTAL PER G/L					74,763.00		

Ref	Grantor	Program	Award Amount	Match Amount	Expenditures	Balance	Award #	Status
<u>FEDERAL GRANTS</u>								
1	US Department of Commerce	Stormwater System Improvements (EDA) Proj #4015	3,365,409.00	841,353.00	1,280,841.05	2,925,920.95	04-79-07494	
2	US Department of Commerce	Water Treatment Plant Improvements (EDA) Proj #1606	3,428,000.00	857,000.00	1,627,004.54	2,657,995.46	04-79-07777	
3	SC Department of Commerce	Demolition of Dilapidated Units : West End (CDBG)	375,000.00	37,500.00	199,581.68	212,918.32	4-CE-20-007	
4	SC Department of Commerce	West End District Water Upgrades (CDBG) Proj #1515	750,000.00	36,628.00	792,473.92	(5,845.92)	4-CI-21-008	
5	SC Department of Commerce	Cleland Street Public Parking Lot (CDBG) Proj #2402	250,000.00	110,933.00	18,279.39	342,653.61	4-SP-22-004	
6	SC Department of Commerce	Bobby Alford Pavilion (CDBG-CV1) Proj #1222	844,298.00	150,000.00	108,778.10	885,519.90	CV1-019	
7	SC Department of Commerce	WI-FI in Parks (CDBG-CV1)	144,604.00	-	-	144,604.00	-	
8	Federal Emergency Management Agency (FEMA)	HMGP : Pump Station Generators	192,798.90	21,422.10	-	214,221.00	4542-0004-R	
<u>STATE GRANTS</u>								
9	SC Department of Public Safety	FY24 School Resource Officer Program	214,730.00	-	148,898.61	65,831.39	SR-033-C2202-24	
<u>OTHER GRANTS</u>								
10	Palmetto Pride	Keep South Carolina Beautiful 2023	6,100.00	-	3,999.56	2,100.44	-	
11	State of South Carolina	Gilbert/Hawkins/Butts St Sidewalk Ext. Program Proj# 1236	375,000.00	-	130,260.57	244,739.43	-	
TOTAL			9,945,939.90	2,054,836.10	4,310,117.42	7,690,658.58		



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Department	01 Administration						
Purchase Order	2024-00000036	Department	01 Administration	G/L Date	07/17/2023	Amount	9,452
Description	CARASOFT	Vendor	16119 - CARASOFT TECHNOLOGY CORP	Deliver by Date	06/30/2024	Voided	
Type	Blanket		CARASOFT	Printed Date	07/21/2023	Discounted	
Status	Open		11493 SUNSET HILLS RD SUITE 100	Completed Date		Expensed	8,664
Bill To Location	P-04 - Finance		RESTON, VA 20190	Expiration Date	07/30/2024	Remaining	787
Assigned To Buyer						Encumbered	787
Resolution Number	BLANKET - COUNCIL MEETING SOFTWARE HOSTING FEES						
Purchase Order	2024-00000080	Department	01 Administration	G/L Date	08/23/2023	Amount	23,500
Description	SET SOLUTIONS	Vendor	7196 - SET SOLUTIONS, LLC	Deliver by Date	06/30/2024	Voided	
Type	Standard		SET SOLUTIONS, LLC	Printed Date	08/23/2023	Discounted	
Status	Open		710 EAST MAIN STREET	Completed Date		Expensed	13,920
Bill To Location	P-04 - Finance		LEXINGTON, SC 29072	Expiration Date	07/30/2024	Remaining	9,580
Assigned To Buyer						Encumbered	9,580
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2024-00000182	Department	01 Administration	G/L Date	12/11/2023	Amount	10,000
Description	HERITAGE LOGISTICS	Vendor	19435 - HERITAGE LOGISTICS LLP	Deliver by Date	06/30/2024	Voided	
Type	Standard		HERITAGE LOGISTICS LLP	Printed Date	12/14/2023	Discounted	
Status	Open		604 FRONT ST SUITE 104	Completed Date		Expensed	2,984
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	06/30/2024	Remaining	7,015
Assigned To Buyer						Encumbered	7,015
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2024-00000186	Department	01 Administration	G/L Date	12/14/2023	Amount	27,938
Description	POPE FLYNN	Vendor	15213 - POPE FLYNN LLC	Deliver by Date	12/31/2023	Voided	
Type	Standard		POPE FLYNN LLC	Printed Date	12/28/2023	Discounted	
Status	Open		ATTORNEYS AT LAW	Completed Date		Expensed	
Bill To Location	P-04 - Finance		PO BOX 11509	Expiration Date	06/30/2024	Remaining	27,938
Assigned To Buyer			COLUMBIA, SC 29211			Encumbered	27,938
Resolution Number	LEGAL FEES - COMBINED PUBLIC UTILITY SYS REV BOND						
Purchase Order	2024-00000200	Department	01 Administration	G/L Date	01/16/2024	Amount	12,000
Description	GEORGETOWN ALCOHOL AND DRUG AB	Vendor	8794 - GEORGETOWN ALCOHOL AND DRUG AB	Deliver by Date	06/30/2024	Voided	
Type	Standard		GEORGETOWN ALCOHOL AND	Printed Date	01/19/2024	Discounted	
Status	Open		DRUG ABUSE COMMISSION	Completed Date		Expensed	
Bill To Location	P-04 - Finance		1423 WINYAH ST	Expiration Date	06/30/2024	Remaining	12,000
Assigned To Buyer			GEORGETOWN, SC 29440			Encumbered	12,000
Resolution Number	OPIOD RECOVERY PROGRAM						
Purchase Order	2024-00000262	Department	01 Administration	G/L Date	05/20/2024	Amount	19,000

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Department 01 Administration									
Description	CROSBY LAW FIRM LLC - BLANKET	Vendor	10151 - CROSBY LAW FIRM LLC	Deliver by Date	06/30/2024	Voided			
Type	Standard		CROSBY LAW FIRM LLC	Printed Date	05/23/2024	Discounted			
Status	Open	ok	405 DOZIER STREET	Completed Date		Expensed		8,164	
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	06/30/2024	Remaining		10,835	
Assigned To Buyer						Encumbered		10,835	
Resolution Number	LEGAL FEES								
Department 01 Administration Totals						Purchase Orders	6	Amount	\$101,891
								Voided	\$0
								Discounted	\$0
								Expensed	\$33,733
								Remaining	\$68,157
								Encumbered	\$68,157
Department 04 Finance									
Purchase Order	2024-00000033	Department	04 Finance	G/L Date	07/20/2023	Amount		25,000	
Description	ERIN BAILEY - TO REPRESENT INDIGENT DEFENDANTS	Vendor	18315 - THE LAW OFFICE OF ERIN E BAILEY LLC	Deliver by Date	06/30/2024	Voided			
Type	Blanket	ok	THE LAW OFFICE OF ERIN E BAILEY LLC	Printed Date	07/21/2023	Discounted			
Status	Open		407 CHURCH ST SUITE G	Completed Date		Expensed		16,500	
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	07/30/2024	Remaining		8,500	
Assigned To Buyer						Encumbered		8,500	
Resolution Number	PROFESSIONAL SERVICES								
Purchase Order	2024-00000174	Department	04 Finance	G/L Date	11/29/2023	Amount		155,000	
Description	CITY HALL PROJECT MANAGEMENT SERVICES	Vendor	19520 - LCK, LLC	Deliver by Date	06/30/2024	Voided			
Type	Standard		LCK, LLC	Printed Date	12/01/2023	Discounted			
Status	Open	ok	PO BOX 11129	Completed Date		Expensed		33,779	
Bill To Location	P-04 - Finance		COLUMBIA, SC 29211	Expiration Date	06/30/2024	Remaining		121,220	
Assigned To Buyer						Encumbered		121,220	
Resolution Number	CITY HALL PROJECT MANAGEMENT PROJ 2005								
Purchase Order	2024-00000191	Department	04 Finance	G/L Date	01/03/2024	Amount		250,000	
Description	BS&A INTERMDIATE LLC	Vendor	19554 - BS&A INTERMEDIATE LLC	Deliver by Date	06/30/2024	Voided			
Type	Standard		BS&A INTERMEDIATE LLC	Printed Date	02/01/2024	Discounted			
Status	Open	ok	DBA BS&A SOFTWARE LLC	Completed Date		Expensed		70,065	
Bill To Location	P-04 - Finance		14965 ABBEY LANE	Expiration Date	08/30/2024	Remaining		179,935	
Assigned To Buyer			BATH, MI 44808			Encumbered		179,935	
Resolution Number	PROFESSIONAL SERVICES								
Purchase Order	2024-00000201	Department	04 Finance	G/L Date	01/23/2024	Amount		70,000	
Description	HTC - CLOUD MANAGEMENT	Vendor	5615 - HTC COMMUNICATIONS INC	Deliver by Date	06/30/2024	Voided			
Type	Blanket		HTC COMMUNICATIONS INC	Printed Date	01/25/2024	Discounted			

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Department 04 Finance

Status	Open	ok	PO BOX 1819	Completed Date		Expensed	57,216
Bill To Location	P-04 - Finance		CONWAY, SC 29528-1819	Expiration Date	06/30/2024	Remaining	12,783
Assigned To Buyer						Encumbered	12,783
Resolution Number	BLANKET - CLOUD MANAGEMENT SERVICES						

Purchase Order	2024-00000227	Department	04 Finance	G/L Date	03/21/2024	Amount	157,107
Description	HTC COMMUNICATIONS -PROJ 2002 WI-FI IN PUBLIC PARKS	Vendor	5615 - HTC COMMUNICATIONS INC	Deliver by Date	06/30/2024	Voided	
Type	Standard		HTC COMMUNICATIONS INC	Printed Date	03/27/2024	Discounted	
Status	Open		ATTN PAYMENT SERVICES	Completed Date		Expensed	
Bill To Location	P-04 - Finance		PO BOX 1820	Expiration Date	05/31/2024	Remaining	157,107
Assigned To Buyer			CONWAY, SC 29528-1819			Encumbered	157,107
Resolution Number	CDBG-CV1-022 PROJ 2002						

Purchase Order	2024-00000228	Department	04 Finance	G/L Date	03/25/2024	Amount	39,224
Description	SWIFTWATER STRATEGIES - PROFESSIONAL SERVICES CONTRACT	Vendor	19509 - SWIFTWATER STRATEGIES LLC	Deliver by Date	06/30/2024	Voided	
Type	Standard		SWIFTWATER STRATEGIES LLC	Printed Date	03/27/2024	Discounted	
Status	Open		145 CULVER ROAD	Completed Date		Expensed	28,509
Bill To Location	P-04 - Finance		SUITE 160	Expiration Date	06/30/2024	Remaining	10,715
Assigned To Buyer			ROCHESTER, NY 14620			Encumbered	
Resolution Number	PROFESSIONAL SERVICES						

Purchase Order	2024-00000264	Department	04 Finance	G/L Date	05/29/2024	Amount	27,000
Description	KAMINSKI HOUSE MUSEUM - FY 24 DECK REPAIR	Vendor	1085 - KAMINSKI HOUSE MUSEUM	Deliver by Date	06/30/2024	Voided	
Type	Standard		KAMINSKI HOUSE MUSEUM	Printed Date	05/29/2024	Discounted	
Status	Open		1003 FRONT ST	Completed Date		Expensed	
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	06/30/2024	Remaining	27,000
Assigned To Buyer						Encumbered	27,000
Resolution Number	KAMINSKI HOUSE MUSEUM DECK REPAIRS						

Department	04 Finance	Totals	Purchase Orders	7	Amount	\$723,331
					Voided	\$0
					Discounted	\$0
					Expensed	\$206,070
					Remaining	\$517,261
					Encumbered	\$506,546

Department 05 Police

Purchase Order	2024-00000006	Department	05 Police	G/L Date	07/03/2023	Amount	75,000
Description	SAINT FRANCES ANIMAL CENTER	Vendor	6700 - ST FRANCES ANIMAL CENTER	Deliver by Date	06/30/2024	Voided	
Type	Standard		ST FRANCES ANIMAL CENTER	Printed Date	07/10/2023	Discounted	
Status	Open		125 RIDGE ST	Completed Date		Expensed	56,250



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Department 05 Police					
Bill To Location	P-05 - Police	GEORGETOWN, SC 29440	Expiration Date	06/30/2024	Remaining 18,750
Assigned To Buyer					Encumbered 18,750
Resolution Number	CONTRACT SERVICES - ANIMAL CONTROL				
Purchase Order	2024-00000054	Department 05 Police	G/L Date	07/24/2023	Amount 20,000
Description	LENSLOCK INC - EQUIPMENT	Vendor 19359 - LENSLOCK INC	Deliver by Date	10/30/2023	Voided
Type	Standard OK	LENSLOCK INC	Printed Date	07/31/2023	Discounted
Status	Open	13125 DANIELSON ST #112	Completed Date		Expensed 20,000
Bill To Location	P-04 - Finance	POWAY, CA 92064	Expiration Date	11/30/2023	Remaining 15,000
Assigned To Buyer					Encumbered
Resolution Number	REPLACEMENT OF VEHICLES				
Purchase Order	2024-00000068	Department 05 Police	G/L Date	08/07/2023	Amount 10,000
Description	SC DJJ	Vendor 4085 - SC DEPARTMENT OF JUVENILE JUSTICE	Deliver by Date	06/30/2024	Voided
Type	Standard OK	SC DEPARTMENT OF JUVENILE JUSTICE	Printed Date	08/11/2023	Discounted
Status	Open	P O BOX 21069	Completed Date		Expensed 7,450
Bill To Location	P-04 - Finance	COLUMBIA, SC 29221	Expiration Date	07/30/2024	Remaining 2,550
Assigned To Buyer					Encumbered 2,550
Resolution Number	BLANKET - JUVENILE HOUSING				
Purchase Order	2024-00000078	Department 05 Police	G/L Date	08/15/2023	Amount 12,859
Description	MOBILE COMMUNICATIONS - VEH #619	Vendor 18200 - MOBILE COMMUNICATIONS AMERICA INC	Deliver by Date	11/30/2023	Voided
Type	Standard OK	MOBILE COMMUNICATIONS AMERICA INC	Printed Date	08/21/2023	Discounted
Status	Open	DEPT #125	Completed Date		Expensed
Bill To Location	P-04 - Finance	PO BOX 37904	Expiration Date	12/31/2023	Remaining 12,859
Assigned To Buyer					Encumbered 12,859
Resolution Number	REPLACEMENT OF VEH #619				
Purchase Order	2024-00000172	Department 05 Police	G/L Date	11/21/2023	Amount 56,409
Description	MOBILE COMMUNICATIONS AMERICA INC -	Vendor 18200 - MOBILE COMMUNICATIONS AMERICA INC	Deliver by Date	03/30/2024	Voided
Type	Standard OK	MOBILE COMMUNICATIONS AMERICA INC	Printed Date	11/27/2023	Discounted
Status	Open	DEPT #125	Completed Date		Expensed
Bill To Location	P-04 - Finance	PO BOX 37904	Expiration Date	06/30/2024	Remaining 56,409
Assigned To Buyer					Encumbered 56,409
Resolution Number	VEHICLE UPGRADES				
Purchase Order	2024-00000192	Department 05 Police	G/L Date	11/03/2023	Amount 159,819
Description	MOTOROLA SOLUTIONS - JAG SCDPS GRANT	Vendor 3613 - MOTOROLA SOLUTIONS INC	Deliver by Date	06/30/2024	Voided
Type	Standard OK	MOTOROLA SOLUTIONS INC	Printed Date	01/05/2024	Discounted
Status	Open	PO BOX 404059	Completed Date		Expensed
Bill To Location	P-04 - Finance	ATLANTA, GA 30384-4059	Expiration Date	06/30/2024	Remaining 159,819
Assigned To Buyer					Encumbered 159,819



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Department 05 Police
Resolution Number RADIOS AND TASERS JAG SCDPS GRANT
5G000923

Department 05 Police Totals	Purchase Orders	6	Amount	\$334,087
			Voided	\$0
			Discounted	\$0
			Expensed	\$83,700
			Remaining	\$250,387
			Encumbered	\$265,387

Department 09 Housing and Community Dev.
Purchase Order 2024-00000255
Description WRCOG - CDBG GRANT #4-CE-20-007
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROFESSIONAL SERVICES - CDBG GRANT #4-CE-20-007

ok

Department 09 Housing and Community Dev.
Vendor 1137 - WACCAMAW REGIONAL & PLANNING
WACCAMAW REGIONAL COUNCIL OF
GOVERNMENT
1230 HIGHMARKET ST
GEORGETOWN, SC 29440

G/L Date	05/08/2024	Amount	14,137
Deliver by Date	06/30/2024	Voided	
Printed Date	05/10/2024	Discounted	
Completed Date		Expensed	13,032
Expiration Date	06/30/2024	Remaining	1,104
		Encumbered	1,104

Department 09 Housing and Community Dev. Totals	Purchase Orders	1	Amount	\$14,137
			Voided	\$0
			Discounted	\$0
			Expensed	\$13,032
			Remaining	\$1,104
			Encumbered	\$1,104

Department 11 Fire
Purchase Order 2024-00000214
Description SCMIRF - MONTHLY DEDUCTIBLE FOR
PROPERTY/LIAB INS
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROPERTY INSURANCE

ok

Department 11 Fire
Vendor 330 - SCMIRF
SCMIRF
SC MUNICIPAL INSURANCE RISK AND
FINANCING FUND
PO BOX 12220
COLUMBIA, SC 29211

G/L Date	02/13/2024	Amount	25,000
Deliver by Date	06/30/2024	Voided	
Printed Date	02/15/2024	Discounted	
Completed Date		Expensed	6,172
Expiration Date	06/30/2024	Remaining	18,827
		Encumbered	18,827

Department 11 Fire Totals	Purchase Orders	1	Amount	\$25,000
			Voided	\$0
			Discounted	\$0
			Expensed	\$6,172
			Remaining	\$18,827

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					Encumbered	\$18,827
Department 12 Public Works						
Purchase Order	2024-00000015	Department	12 Public Works	G/L Date	07/06/2023	Amount 12,990
Description	S & ME INC PROJ 1222	Vendor	1008 - S & ME INC	Deliver by Date	09/06/2023	Voided
Type	Standard OK		S & ME INC	Printed Date	07/10/2023	Discounted
Status	Open		PO BOX 277523	Completed Date		Expensed 1,277
Bill To Location	P-04 - Finance		ATLANTA, GA 30384-7523	Expiration Date	12/31/2023	Remaining 11,712
Assigned To Buyer						Encumbered 11,712
Resolution Number	BOBBY ALFORD CONTINGENCY PROJ 1222					
Purchase Order	2024-00000030	Department	12 Public Works	G/L Date	07/12/2023	Amount 37,466
Description	DESTINY BREE BUTLER	Vendor	19306 - DESTINY BREE BUTLER	Deliver by Date	08/30/2023	Voided
Type	Standard OK		DESTINY BREE BUTLER	Printed Date	07/14/2023	Discounted
Status	Open		DBA SONGBIRD NURSERY	Completed Date		Expensed 30,604
Bill To Location	P-04 - Finance		1735 RICE STREET	Expiration Date	12/31/2023	Remaining 6,862
Assigned To Buyer			GEORGETOWN, SC 29440			Encumbered 6,862
Resolution Number	FLORAL INSTALLATION & MAINTENANCE					
Purchase Order	2024-00000034	Department	12 Public Works	G/L Date	07/12/2023	Amount 65,227
Description	ARC - DUKE STREET YARD PROJ #2001	Vendor	18295 - ASSOCIATES ROOFING & CONSTRUCTION INC	Deliver by Date	08/30/2023	Voided
Type	Standard ok		ASSOCIATES ROOFING & CONSTRUCTION INC	Printed Date	07/21/2023	Discounted
Status	Open		1135 BURGESS RD	Completed Date		Expensed 52,319
Bill To Location	P-04 - Finance		MURRELLS INLET, SC 29576	Expiration Date	09/30/2023	Remaining 12,908
Assigned To Buyer						Encumbered 12,908
Resolution Number	PROJ #2001					
Purchase Order	2024-00000039	Department	12 Public Works	G/L Date	07/17/2023	Amount 38,400
Description	GEORGETOWN COUNTY BOARD OF DISABILITIES	Vendor	4200 - GEORGETOWN COUNTY BOARD OF DISABILITIES	Deliver by Date	06/30/2024	Voided
Type	Standard ok		GEORGETOWN COUNTY BOARD OF	Printed Date	07/21/2023	Discounted
Status	Open		& SPECIAL NEEDS	Completed Date		Expensed 28,886
Bill To Location	P-04 - Finance		PO BOX 1471	Expiration Date	07/30/2024	Remaining 9,513
Assigned To Buyer			GEORGETOWN, SC 29442			Encumbered 9,513
Resolution Number	6 MONTH BLANKET					
Purchase Order	2024-00000051	Department	12 Public Works	G/L Date	07/17/2023	Amount 148,205
Description	WRANGLER HOLDCO - DBA WASTE INDUSTRIES A GFL	Vendor	18736 - WRANGLER HOLDCO CORP	Deliver by Date	06/30/2024	Voided
Type	Standard ok		WRANGLER HOLDCO CORP	Printed Date	07/21/2023	Discounted
Status	Open		DBA WASTE INDUSTRIES LLC	Completed Date		Expensed 73,637
Bill To Location	P-04 - Finance		A GFL ENVIRONMENTAL COMPANY	Expiration Date	07/30/2024	Remaining 74,567
Assigned To Buyer			3301 BENSON DR SUITE 601			Encumbered 74,567

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Department 12 Public Works									
Resolution Number		BLANKET FOR 12 MONTHS OF SERVICE				RALEIGH, NC 27609			
Purchase Order	2024-00000075		Department	12 Public Works		G/L Date	07/27/2023	Amount	80,708
Description	KISHA GAMBLE - DBA RANDOLPHS KRAZY KLEANING		Vendor	19431 - KISHA GAMBLE		Deliver by Date	06/30/2024	Voided	
Type	Standard OK		KISHA GAMBLE		Printed Date	08/21/2023	Discounted		
Status	Open		DBA RANDOLPH KRAZY KLEANING SERVICES LLC		Completed Date		Expensed	70,604	
Bill To Location	P-04 - Finance		793 SOUTH SANTEE RD		Expiration Date	07/30/2024	Remaining	10,104	
Assigned To Buyer			MC CLELLANVILLE, SC 29458		Encumbered				
Resolution Number		JANITORIAL SERVICES							
Purchase Order	2024-00000077		Department	12 Public Works		G/L Date	08/15/2023	Amount	7,200
Description	CINTAS - SAFETY BOOTS		Vendor	6945 - CINTAS CORPORATION		Deliver by Date	05/30/2024	Voided	
Type	Standard OK		CINTAS CORPORATION		Printed Date	08/21/2023	Discounted		
Status	Open		1359 CANNON ROAD		Completed Date		Expensed	2,012	
Bill To Location	P-04 - Finance		MYRTLE BEACH, SC 29577		Expiration Date	06/30/2024	Remaining	5,187	
Assigned To Buyer					Encumbered				
Resolution Number		SAFETY BOOTS							
Purchase Order	2024-00000094		Department	12 Public Works		G/L Date	07/17/2023	Amount	5,090
Description	ASSOCIATES ROOFING & CONSTRUCTION INC - PROJ #1230		Vendor	18295 - ASSOCIATES ROOFING & CONSTRUCTION INC		Deliver by Date	06/30/2024	Voided	
Type	Standard OK		ASSOCIATES ROOFING & CONSTRUCTION INC		Printed Date	09/08/2023	Discounted		
Status	Open		1135 BURGESS RD		Completed Date		Expensed	3,590	
Bill To Location	P-04 - Finance		MURRELLS INLET, SC 29576		Expiration Date	06/30/2024	Remaining	1,500	
Assigned To Buyer					Encumbered				
Resolution Number		EAST BAY PARK PUBLIC BOAT LANDING IMPROVEMENT PROJ #1230							
Purchase Order	2024-00000095		Department	12 Public Works		G/L Date	07/17/2023	Amount	38,449
Description	ROSENBLUM COE - EBP BOBBY ALFORD BLDG PROJ #1222 - CV1-019		Vendor	18750 - CAPLEA COE ARCHITECTS INC		Deliver by Date	06/30/2024	Voided	
Type	Standard		ROSENBLUM COE ARCHITECTS INC		Printed Date	09/08/2023	Discounted		
Status	Open OK		1643 MEANS ST		Completed Date		Expensed	22,812	
Bill To Location	P-04 - Finance		CHARLESTON, SC 29412		Expiration Date	06/30/2024	Remaining	15,637	
Assigned To Buyer					Encumbered				
Resolution Number		EAST BAY PARK IMPROVEMENTS - BOBBY ALFORD BLDG PROJ #1222							
Purchase Order	2024-00000096		Department	12 Public Works		G/L Date	07/17/2023	Amount	285,483
Description	AMICK EQUIPMENT - REPLACEMENT OF GARBAGE TRUCK #1305		Vendor	19 - AMICK EQUIPMENT COMPANY INC		Deliver by Date	12/31/2023	Voided	
Type	Standard		AMICK EQUIPMENT COMPANY INC		Printed Date	09/08/2023	Discounted		
Status	Open OK		PO BOX 1965		Completed Date		Expensed		

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Department 12 Public Works					
Bill To Location	P-04 - Finance	LEXINGTON, SC 29071	Expiration Date	06/30/2024	Remaining Encumbered 285,483
Assigned To Buyer					
Resolution Number	REPLACEMENT OF GARBAGE TRUCK #1305				
Purchase Order	2024-00000098	Department 12 Public Works	G/L Date	07/17/2023	Amount 28,400
Description	CAGLE CONSULTING - GILBERT, HAWKINS, BUTT ST SIDEWALK PROJ #1236	Vendor 17829 - CAGLE CONSULTING ENGINEERS LLC	Deliver by Date	06/30/2024	Voided
Type	Standard	CAGLE CONSULTING ENGINEERS LLC	Printed Date	09/08/2023	Discounted
Status	Open ok	181 E EVANS ST SUITE E2	Completed Date		Expensed 21,400
Bill To Location	P-04 - Finance	FLORENCE, SC 29508	Expiration Date	06/30/2024	Remaining Encumbered 7,000
Assigned To Buyer					
Resolution Number	PROJ #1236				
Purchase Order	2024-00000099	Department 12 Public Works	G/L Date	07/17/2023	Amount 15,430
Description	HANNA ENGINEERING - PROJ #2402 - CDGB #4-SP-22-004	Vendor 18731 - HANNA ENGINEERING LLC	Deliver by Date	06/30/2024	Voided
Type	Standard	HANNA ENGINEERING LLC	Printed Date	09/08/2023	Discounted
Status	Open ok	2412 PISGAH RD	Completed Date		Expensed 1,130
Bill To Location	P-04 - Finance	FLORENCE, SC 29501	Expiration Date	06/30/2024	Remaining Encumbered 14,300
Assigned To Buyer					
Resolution Number	PROJ #2402 - CDGB #4-SP-22-004 CLELAND ST PARKING LOT				
Purchase Order	2024-00000101	Department 12 Public Works	G/L Date	07/17/2023	Amount 1,027,462
Description	PYRAMID CONTRACTING - PROJ 1222	Vendor 19376 - PYRAMID CONTRACTING	Deliver by Date	06/30/2024	Voided
Type	Standard	PYRAMID CONTRACTING	Printed Date	09/08/2023	Discounted
Status	Open ok	951 WESTERN LANE	Completed Date		Expensed
Bill To Location	P-04 - Finance	IRMO, SC 29063	Expiration Date	06/30/2024	Remaining Encumbered 1,027,462
Assigned To Buyer					
Resolution Number	EAST BAY PARK - BOBBY ALFORD PAVILLION PROJ #1222				
Purchase Order	2024-00000102	Department 12 Public Works	G/L Date	07/19/2023	Amount 25,000
Description	ROWE PROFESSIONAL SERVICE - PROJECT #2403	Vendor 18619 - ROWE PROFESSIONAL SERVICES COMPANY	Deliver by Date	12/30/2023	Voided
Type	Standard	ROWE PROFESSIONAL SERVICES COMPANY	Printed Date	09/08/2023	Discounted
Status	Open ok	540 S SAGINAW ST STE 200	Completed Date		Expensed
Bill To Location	P-04 - Finance	FLINT, MI 48502	Expiration Date	06/30/2024	Remaining Encumbered 25,000
Assigned To Buyer					
Resolution Number	HOWARD SCHOOL PARK PROJECT #2403				
Purchase Order	2024-00000103	Department 12 Public Works	G/L Date	07/19/2023	Amount 31,025
Description	GREENBERG FARROW ARCH - PROJ #2403	Vendor 19433 - GREENBERG FARROW ARCHITECTURE INC	Deliver by Date	06/30/2024	Voided
Type	Standard	GREENBERG FARROW ARCHITECTURE INC	Printed Date	09/08/2023	Discounted



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Department 12 Public Works						
Status	Open	ok	DBA SGA NW, A GF DESIGN COMPANY	Completed Date		3,724
Bill To Location	P-04 - Finance		1230 PEACHTREE ST NE SUITE 2900	Expiration Date	06/30/2024	27,300
Assigned To Buyer			ATLANTA, GA 30309			27,300
Resolution Number	HOWARD SCHOOL PARK PROJ #2403					
Purchase Order	2024-00000203		Department 12 Public Works	G/L Date	01/19/2024	Amount 218,125
Description	BENTON CONCRETE - PROJ #1236		Vendor 17780 - BENTON CONCRETE & UTILITIES LLC	Deliver by Date	06/30/2024	Voided
Type	Standard	ok	BENTON CONCRETE & UTILITIES LLC	Printed Date	01/25/2024	Discounted
Status	Open		PO BOX 797	Completed Date		Expensed 108,749
Bill To Location	P-04 - Finance		CONWAY, SC 29528	Expiration Date	06/30/2024	Remaining 109,376
Assigned To Buyer						Encumbered 109,376
Resolution Number	SIDEWALK REPAIRS PROJECT #1236					
Purchase Order	2024-00000205		Department 12 Public Works	G/L Date	01/31/2024	Amount 152,000
Description	TYCH & WALKER ARCHHITECTS - PROJ #1926		Vendor 5010 - TYCH & WALKER ARCHITECTS, LLP	Deliver by Date	06/30/2024	Voided
Type	Standard	ok	TYCH & WALKER ARCHITECTS, LLP	Printed Date	02/01/2024	Discounted
Status	Open		PO BOX 1507	Completed Date		Expensed 31,925
Bill To Location	P-04 - Finance		Murrells Inlet, SC 29576	Expiration Date	06/30/2024	Remaining 120,075
Assigned To Buyer						Encumbered 120,075
Resolution Number	ARCHITECTURAL SERVICES					
Purchase Order	2024-00000206		Department 12 Public Works	G/L Date	01/31/2024	Amount 89,125
Description	CAROLINA PARKS AND PLAY LLC - PROJECT		Vendor 17063 - CAROLINA PARKS AND PLAY LLC	Deliver by Date	05/31/2024	Voided
Type	Standard	ok	CAROLINA PARKS AND PLAY LLC	Printed Date	02/08/2024	Discounted
Status	Open		PO BOX 1246	Completed Date		Expensed 89,125
Bill To Location	P-04 - Finance		CARY, NC 27512	Expiration Date	06/30/2024	Remaining 89,125
Assigned To Buyer						Encumbered 89,125
Resolution Number	PARK IMPROVEMENTS PROJ 1238 & PROJ 1239					
Purchase Order	2024-00000207		Department 12 Public Works	G/L Date	02/02/2024	Amount 23,000
Description	STATEWIDE SECURITY SYSTEMS - MUNICIPAL		Vendor 16313 - STATEWIDE SECURITY SYSTEMS INC	Deliver by Date	05/30/2023	Voided
Type	Standard	ok	STATEWIDE SECURITY SYSTEMS INC	Printed Date	02/08/2024	Discounted
Status	Open		3120 N BELTLINE BLVD SUITE 100	Completed Date		Expensed 5,000
Bill To Location	P-04 - Finance		COLUMBIA, SC 29204	Expiration Date	06/30/2024	Remaining 18,000
Assigned To Buyer						Encumbered 18,000
Resolution Number	SECURITY CAMERAS					
Purchase Order	2024-00000237		Department 12 Public Works	G/L Date	04/02/2024	Amount 7,425
Description	WACCAMAW LANDSCAPING - FRONT STREET		Vendor 2462 - WACCAMAW LANDSCAPING	Deliver by Date	06/30/2024	Voided
	SIDEWALK REPAIRS					



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Type	Standard	ok	WACCAMAW LANDSCAPING	Printed Date	04/05/2024	Discounted	
Status	Open		PO BOX 213	Completed Date		Expensed	
Bill To Location	P-04 - Finance		PAWLEYS ISLAND, SC 29585	Expiration Date	06/30/2024	Remaining	7,425
Assigned To Buyer						Encumbered	7,425
Resolution Number	REPAIRS						

Purchase Order	2024-00000256	Department	12 Public Works	G/L Date	05/09/2024	Amount	59,000
Description	DELTA MARINE CONSTRUCTION - PROJ #2404	Vendor	19639 - DELTA MARINE CONSTRUCTION LLC	Deliver by Date	06/30/2024	Voided	
Type	Standard		DELTA MARINE CONSTRUCTION LLC	Printed Date	05/10/2024	Discounted	
Status	Open		926 PRINCE STREET	Completed Date		Expensed	
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	06/30/2024	Remaining	59,000
Assigned To Buyer						Encumbered	59,000
Resolution Number	HARBORWALK REPAIRS						

Purchase Order	2024-00000261	Department	12 Public Works	G/L Date	04/25/2024	Amount	10,628
Description	TACTICAL PRESSURE WASHING - FRONT STREET	Vendor	19510 - TACTICAL PRESSURE WASHING	Deliver by Date	06/30/2024	Voided	
Type	Standard		TACTICAL PRESSURE WASHING	Printed Date	05/23/2024	Discounted	
Status	Open		4375 CREPE MYRTLE CT	Completed Date		Expensed	
Bill To Location	P-04 - Finance		UNIT H	Expiration Date	06/30/2024	Remaining	10,628
Assigned To Buyer			MURRELLS INLET, SC 29576			Encumbered	10,628
Resolution Number	SIDEWALK CLEANING FRONT ST						

Purchase Order	2024-00000265	Department	12 Public Works	G/L Date	05/29/2024	Amount	15,846
Description	WRCOG - CLELAND STREET PROJ #2402	Vendor	1137 - WACCAMAW REGIONAL & PLANNING	Deliver by Date	06/30/2024	Voided	
Type	Standard		WACCAMAW REGIONAL COUNCIL OF	Printed Date	05/29/2024	Discounted	
Status	Open		GOVERNMENT	Completed Date		Expensed	
Bill To Location	P-04 - Finance		1230 HIGHMARKET ST	Expiration Date	06/30/2024	Remaining	15,846
Assigned To Buyer			GEORGETOWN, SC 29440			Encumbered	15,846
Resolution Number	PROFESSIONAL SERVICES PROJ #2402 GRANT #						
	4-SP-22-004						

Department	12 Public Works	Totals	Purchase Orders	23	Amount	\$2,421,686
					Voided	\$0
					Discounted	\$0
					Expensed	\$457,673
					Remaining	\$1,964,013
					Encumbered	\$1,949,709

Department 14 Fleet Services

Purchase Order	2024-00000249	Department	14 Fleet Services	G/L Date	04/25/2024	Amount	57,817
Description	BEACH FORD - FLEET TRUCK	Vendor	9998 - BEACH FORD	Deliver by Date	05/30/2024	Voided	



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Department 19 Electric							
Assigned To Buyer		CHICAGO, IL 60673-1283				Encumbered	
Resolution Number		INVENTORY					
Purchase Order	2024-00000023	Department	19 Electric	G/L Date	07/05/2023	Amount	75,000
Description	UTILITY TRANSFORMER BROKERS	Vendor	19316 - UTILITY TRANSFORMER BROKERS LLC	Deliver by Date	06/30/2024	Voided	
Type	Blanket		UTILITY TRANSFORMER BROKERS LLC	Printed Date	07/14/2023	Discounted	
Status	Open		PO BOX 535	Completed Date		Expensed	33,112
Bill To Location	P-04 - Finance		SANTAQUIN, UT 84655	Expiration Date	06/30/2024	Remaining	41,888
Assigned To Buyer						Encumbered	
Resolution Number		INVENTORY					
Purchase Order	2024-00000024	Department	19 Electric	G/L Date	07/05/2023	Amount	69,200
Description	UTILITY TRANSFORMER BROKERS	Vendor	19316 - UTILITY TRANSFORMER BROKERS LLC	Deliver by Date	06/30/2024	Voided	
Type	Standard		UTILITY TRANSFORMER BROKERS LLC	Printed Date	07/14/2023	Discounted	
Status	Open		PO BOX 535	Completed Date		Expensed	
Bill To Location	P-04 - Finance		SANTAQUIN, UT 84655	Expiration Date	06/30/2024	Remaining	69,200
Assigned To Buyer						Encumbered	
Resolution Number		INVENTORY					
Purchase Order	2024-00000027	Department	19 Electric	G/L Date	07/07/2023	Amount	75,000
Description	SUNBELT SOLOMON SERVICES	Vendor	19074 - SUNBELT SOLOMON SERVICES LLC	Deliver by Date	06/30/2024	Voided	
Type	Standard		SUNBELT SOLOMON SERVICES LLC	Printed Date	07/14/2023	Discounted	
Status	Open		PO BOX 245	Completed Date		Expensed	71,995
Bill To Location	P-04 - Finance		SOLOMON, KS 67480	Expiration Date	06/30/2024	Remaining	3,004
Assigned To Buyer						Encumbered	
Resolution Number		BLANKET - SOLE SOURCE					
Purchase Order	2024-00000089	Department	19 Electric	G/L Date	08/23/2023	Amount	75,000
Description	SUNBELT SOLOMON SERVICES	Vendor	19074 - SUNBELT SOLOMON SERVICES LLC	Deliver by Date	06/30/2024	Voided	
Type	Standard		SUNBELT SOLOMON SERVICES LLC	Printed Date	09/01/2023	Discounted	
Status	Open		PO BOX 245	Completed Date		Expensed	13,642
Bill To Location	P-04 - Finance		SOLOMON, KS 67480	Expiration Date	06/30/2024	Remaining	61,357
Assigned To Buyer						Encumbered	
Resolution Number		BLANKET - SOLE SOURCE					
Purchase Order	2024-00000090	Department	19 Electric	G/L Date	08/24/2023	Amount	75,000
Description	BORDER STATES INDUSTRIES	Vendor	18809 - BORDER STATES INDUSTRIES INC	Deliver by Date	06/30/2024	Voided	
Type	Blanket		BORDER STATES INDUSTRIES INC	Printed Date	09/01/2023	Discounted	
Status	Open		PO BOX 603585	Completed Date		Expensed	48,131
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28260-3585	Expiration Date	06/30/2024	Remaining	26,868
Assigned To Buyer						Encumbered	
Resolution Number		BLANKET INVENTORY MATERIALS					



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Department 19 Electric							
Purchase Order	2024-00000113	Department	19 Electric	G/L Date	08/16/2023	Amount	125,000
Description	XYLEM INC manually close	Vendor	19243 - XYLEM INC	Deliver by Date	06/30/2024	Voided	
Type	Blanket		XYLEM INC	Printed Date	09/08/2023	Discounted	
Status	Open		208 E PLUME ST SUITE 250	Completed Date		Expensed	121,860
Bill To Location	P-04 - Finance		NORFOLK, VA 23510	Expiration Date	06/30/2024	Remaining	3,139
Assigned To Buyer						Encumbered	3,139
Resolution Number	TREE CREW SERVICES CONTRACT LABOR						
Purchase Order	2024-00000124	Department	19 Electric	G/L Date	07/10/2023	Amount	45,839
Description	UTILITY TECHNOLOGY - PROJ 1927	Vendor	6254 - UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Deliver by Date	06/30/2024	Voided	
Type	Blanket ok		UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Printed Date	09/15/2023	Discounted	
Status	Open		DBA UTILITY TECHNOLOGY	Completed Date		Expensed	14,277
Bill To Location	P-04 - Finance		147 DUBLIN SQUARE RD	Expiration Date	06/30/2024	Remaining	31,561
Assigned To Buyer			ASHEBORO, NC 27203			Encumbered	31,561
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2024-00000138	Department	19 Electric	G/L Date	10/03/2023	Amount	43,749
Description	LINE EQUIPMENT - PROJ 1927	Vendor	8540 - LINE EQUIPMENT SALES CO INC	Deliver by Date	06/30/2024	Voided	
Type	Standard		LINE EQUIPMENT SALES CO INC	Printed Date	10/06/2023	Discounted	
Status	Open ok		ELECTRIC UTILITY SUPPLY LTD	Completed Date		Expensed	35,860
Bill To Location	P-04 - Finance		PO BOX 3269	Expiration Date	06/30/2024	Remaining	7,889
Assigned To Buyer			WEST COLUMBIA, SC 29171-3269			Encumbered	7,889
Resolution Number	MATERIALS FOR FRONT ST UG UPGRADE PROJ 1927						
Purchase Order	2024-00000140	Department	19 Electric	G/L Date	10/03/2023	Amount	31,613
Description	BORDER STATES INDUSTRIES - INVENTORY	Vendor	18809 - BORDER STATES INDUSTRIES INC	Deliver by Date	06/30/2024	Voided	
Type	Standard ok		BORDER STATES INDUSTRIES INC	Printed Date	10/06/2023	Discounted	
Status	Open		PO BOX 603585	Completed Date		Expensed	31,457
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28260-3585	Expiration Date	06/30/2024	Remaining	156
Assigned To Buyer						Encumbered	
Resolution Number	INVENTORY ITEMS						
Purchase Order	2024-00000152	Department	19 Electric	G/L Date	10/24/2023	Amount	688,931
Description	SUMTER UTILITIES - PROJ 1927	Vendor	16338 - SUMTER UTILITIES INC	Deliver by Date	06/30/2024	Voided	
Type	Blanket		SUMTER UTILITIES	Printed Date	10/26/2023	Discounted	
Status	Open ok		PO BOX 579	Completed Date		Expensed	398,924
Bill To Location	P-19 - Electric		SUMTER, SC 29151-0579	Expiration Date	06/30/2024	Remaining	290,006
Assigned To Buyer						Encumbered	290,006
Resolution Number	FRONT ST UNDERGROUND UPGRADE - PROJ 1927						

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Department 19 Electric

Purchase Order 2024-00000165
Description G & W ELECTRIC CO
Type Standard
Status Open **ok**
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number DIELECTRIC RECLOSER

Department 19 Electric
Vendor 15356 - G & W ELECTRIC CO
G & W ELECTRIC CO
25249 NETWORK PLACE
CHICAGO, IL 60673-1252

G/L Date 05/26/2024 Amount 29,331
Deliver by Date 05/30/2024 Voided
Printed Date 11/16/2023 Discounted
Completed Date Expensed
Expiration Date 06/30/2024 Remaining 29,331
Encumbered 29,331

Purchase Order 2024-00000181
Description CANNON TECHNOLOGIES INC - METERS
Type Standard
Status Open **OK**
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number METERS

Department 19 Electric
Vendor 16312 - CANNON TECHNOLOGIES INC
CANNON TECHNOLOGIES INC
DBA EATON CORP
28370 NETWORK PLACE
CHICAGO, IL 60673-1283

G/L Date 12/05/2023 Amount 30,100
Deliver by Date 05/03/2024 Voided
Printed Date 12/14/2023 Discounted
Completed Date Expensed 30,100
Expiration Date 06/30/2024 Remaining
Encumbered

Purchase Order 2024-00000210
Description BORDER STATES INDUSTRIES
Type Blanket
Status Open **ok**
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number INVENTORY

Department 19 Electric
Vendor 18809 - BORDER STATES INDUSTRIES INC
BORDER STATES INDUSTRIES INC
PO BOX 603585
CHARLOTTE, NC 28260-3585

G/L Date 02/05/2024 Amount 75,000
Deliver by Date 06/30/2024 Voided
Printed Date 02/08/2024 Discounted
Completed Date Expensed
Expiration Date 06/30/2024 Remaining 75,000
Encumbered

Purchase Order 2024-00000211
Description LINE EQUIPMENT SALES CO INC - INVENTORY MATERIALS
Type Blanket **ok**
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - INVENTORY MATERIALS

Department 19 Electric
Vendor 8540 - LINE EQUIPMENT SALES CO INC
LINE EQUIPMENT SALES CO INC
ELECTRIC UTILITY SUPPLY LTD
PO BOX 3269
WEST COLUMBIA, SC 29171-3269

G/L Date 02/05/2024 Amount 75,000
Deliver by Date 06/30/2024 Voided
Printed Date 02/08/2024 Discounted
Completed Date Expensed
Expiration Date 06/30/2024 Remaining 75,000
Encumbered

Purchase Order 2024-00000212
Description PROBEWELL LAB INC
Type Standard
Status Open **manually close**
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PORTABLE WIRELESS METER TESTER

Department 19 Electric
Vendor 19561 - PROBEWELL LAB INC
PROBEWELL LAB INC
4500 RUE MICHELET
QUEBEC, QC, CAN G1P 4R3

G/L Date 02/06/2024 Amount 16,281
Deliver by Date 06/30/2024 Voided
Printed Date 02/08/2024 Discounted
Completed Date Expensed 15,360
Expiration Date 06/30/2024 Remaining 921
Encumbered 921

Purchase Order 2024-00000213

Department 19 Electric

G/L Date 02/07/2024 Amount 10,206



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Department 19 Electric						
Description	BORDER STATES INDUSTRIES INC	Vendor	18809 - BORDER STATES INDUSTRIES INC	Deliver by Date	06/30/2024	Voided
Type	Standard		BORDER STATES INDUSTRIES INC	Printed Date	02/08/2024	Discounted
Status	Open ok		PO BOX 603585	Completed Date		Expensed
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28260-3585	Expiration Date	06/30/2024	Remaining 10,206
Assigned To Buyer						Encumbered 10,206
Resolution Number	PATHFINDER RECEIVER LOCATOR					
Purchase Order	2024-00000221	Department	19 Electric	G/L Date	03/07/2024	Amount 27,000
Description	COASTAL STRUCTURES - CONTRACTING OF EMPLOYEE	Vendor	6524 - COASTAL STRUCTURES CORPORATION	Deliver by Date	06/30/2024	Voided
Type	Blanket ok		COASTAL STRUCTURES CORPORATION	Printed Date	03/14/2024	Discounted
Status	Open		PO BOX 937	Completed Date		Expensed 6,885
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29442	Expiration Date	06/30/2024	Remaining 20,115
Assigned To Buyer						Encumbered 20,115
Resolution Number	PROFESSIONAL SERVICES					
Purchase Order	2024-00000258	Department	19 Electric	G/L Date	05/10/2024	Amount 30,950
Description	UTILITY TECHNOLOGY ENGINEERS CONSULTANTS - SCADA SOFTWARE UPGRAD	Vendor	6254 - UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Deliver by Date	06/30/2024	Voided
Type	Standard ok		UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Printed Date	05/16/2024	Discounted
Status	Open		DBA UTILITY TECHNOLOGY	Completed Date		Expensed
Bill To Location	P-04 - Finance		147 DUBLIN SQUARE RD	Expiration Date	06/30/2024	Remaining 30,950
Assigned To Buyer			ASHEBORO, NC 27203			Encumbered 30,950
Resolution Number	PRROFESSIONAL SERVICES					
Department 19 Electric Totals			Purchase Orders	22	Amount	\$1,795,815
					Voided	\$0
					Discounted	\$0
					Expensed	\$970,427
					Remaining	\$825,388
					Encumbered	\$424,122
Department 21 G & A						
Purchase Order	2024-00000008	Department	21 G & A	G/L Date	07/05/2023	Amount 75,000
Description	JONES CHEMICALS	Vendor	9909 - JONES CHEMICALS INC	Deliver by Date	06/30/2024	Voided
Type	Standard		JCI JONES CHEMICALS INC	Printed Date	07/10/2023	Discounted
Status	Open ok		PO BOX 748240	Completed Date		Expensed 62,601
Bill To Location	P-04 - Finance		ATLANTA, GA 30374-8240	Expiration Date	06/30/2024	Remaining 12,398
Assigned To Buyer						Encumbered 12,398
Resolution Number	BLANKET - CHOLRINE FOR WWTP					
Purchase Order	2024-00000011	Department	21 G & A	G/L Date	07/05/2023	Amount 25,000

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Department	21 G & A					
Description	JONES CHEMICALS	Vendor	9909 - JONES CHEMICALS INC	Deliver by Date	06/30/2024	Voided
Type	Standard OK		JCI JONES CHEMICALS INC	Printed Date	07/10/2023	Discounted
Status	Open		PO BOX 748240	Completed Date		Expensed 22,456
Bill To Location	P-04 - Finance		ATLANTA, GA 30374-8240	Expiration Date	06/30/2024	Remaining 2,543
Assigned To Buyer						Encumbered 2,543
Resolution Number	BLANKET - CHLORINE FOR WTP					
Purchase Order	2024-00000032	Department	21 G & A	G/L Date	07/14/2023	Amount 9,000
Description	G3 ENGINEERING & SURVEYING LLC - ALTA SURVEY	Vendor	19372 - G3 ENGINEERING & SURVEYING LLC	Deliver by Date		Voided
Type	Standard OK		G3 ENGINEERING & SURVEYING LLC	Printed Date	07/14/2023	Discounted
Status	Open		24 COMMERCE DR	Completed Date		Expensed
Bill To Location	P-04 - Finance		PAWLEYS ISLAND, SC 29585	Expiration Date	12/31/2023	Remaining 9,000
Assigned To Buyer						Encumbered 9,000
Resolution Number	PROFESSIONAL SERVICES					
Purchase Order	2024-00000047	Department	21 G & A	G/L Date	07/17/2023	Amount 10,000
Description	THOMAS SUPPLY - ELECTRICAL WIRE	Vendor	356 - THOMAS SUPPLY CO INC	Deliver by Date	06/30/2024	Voided
Type	Standard OK		THOMAS SUPPLY CO INC	Printed Date	07/21/2023	Discounted
Status	Open		PO BOX 610	Completed Date		Expensed 6,776
Bill To Location	P-04 - Finance		MARION, SC 29571	Expiration Date	07/30/2024	Remaining 3,223
Assigned To Buyer						Encumbered 3,223
Resolution Number	SUPPLIES - ELECTRICAL WIRE					
Purchase Order	2024-00000071	Department	21 G & A	G/L Date	07/31/2023	Amount 27,000
Description	STONE CONSTRUCTION	Vendor	9046 - STONE CONSTRUCTION	Deliver by Date	06/30/2024	Voided
Type	Blanket OK		STONE CONSTRUCTION	Printed Date	08/11/2023	Discounted
Status	Open		11191 GAPWAY RD	Completed Date		Expensed 13,425
Bill To Location	P-04 - Finance		ANDREWS, SC 29510	Expiration Date	07/30/2024	Remaining 13,574
Assigned To Buyer						Encumbered 13,574
Resolution Number	BLANKET - SOLE SOURCE					
Purchase Order	2024-00000076	Department	21 G & A	G/L Date	08/14/2023	Amount 25,000
Description	COASTAL ASPHALT - WATER	Vendor	15796 - COASTAL ASPHALT LLC	Deliver by Date	06/30/2024	Voided
Type	Standard OK		COASTAL ASPHALT LLC	Printed Date	08/21/2023	Discounted
Status	Open		2142 WINBURN ST	Completed Date		Expensed 8,120
Bill To Location	P-04 - Finance		CONWAY, SC 29527	Expiration Date	07/31/2024	Remaining 16,880
Assigned To Buyer						Encumbered 16,880
Resolution Number	BLANKET - ANNUAL CITYWIDE ASPHALT PAVING SERVICES					
Purchase Order	2024-00000085	Department	21 G & A	G/L Date	08/15/2023	Amount 5,223,180



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Department 21 G & A						
Description	CONSENSUS CONSTRUCTION & CONSULTING - PROJ #1606	Vendor	16490 - CONSENSUS CONSTRUCTION & CONSULTING INC	Deliver by Date	08/30/2024	Voided
Type	Standard OK		CONSENSUS CONSTRUCTION & CONSULTING INC	Printed Date	09/01/2023	Discounted
Status	Open		4722-A HWY 17 BY PASS SOUTH	Completed Date		Expensed 1,265,853
Bill To Location	P-04 - Finance		MYRTLE BEACH, SC 29588	Expiration Date	06/30/2024	Remaining 3,957,327
Assigned To Buyer						Encumbered 3,957,327
Resolution Number	WTP CONSTRUCTION - EDA GRANT NO 04-79-07777					
Purchase Order	2024-00000104	Department	21 G & A	G/L Date	07/25/2023	Amount 895,637
Description	ASSOCIATES ROOFING & CONST - PROJ #1515 - CDGG #4-CI-21-008	Vendor	18295 - ASSOCIATES ROOFING & CONSTRUCTION INC	Deliver by Date	06/30/2024	Voided
Type	Standard OK		ASSOCIATES ROOFING & CONSTRUCTION INC	Printed Date	09/08/2023	Discounted
Status	Open		1135 BURGESS RD	Completed Date		Expensed 615,877
Bill To Location	P-04 - Finance		MURRELLS INLET, SC 29576	Expiration Date	06/30/2024	Remaining 279,760
Assigned To Buyer						Encumbered 279,760
Resolution Number	PROJ #1515 - CDGG #4-CI-21-008					
Purchase Order	2024-00000105	Department	21 G & A	G/L Date	07/25/2023	Amount 44,590
Description	G3 ENGINEERING & SURVEYING LLC - PROJ 1516 - ARPA	Vendor	19372 - G3 ENGINEERING & SURVEYING LLC	Deliver by Date	06/30/2024	Voided
Type	Standard OK		G3 ENGINEERING & SURVEYING LLC	Printed Date	09/08/2023	Discounted
Status	Open		24 COMMERCE DR	Completed Date		Expensed 30,539
Bill To Location	P-04 - Finance		PAWLEYS ISLAND, SC 29585	Expiration Date	06/30/2024	Remaining 14,050
Assigned To Buyer						Encumbered 14,050
Resolution Number	PROJ #1516					
Purchase Order	2024-00000106	Department	21 G & A	G/L Date	07/25/2023	Amount 13,537
Description	ROWE PROFESSIONAL SERVICE - PROJECT #1517	Vendor	18619 - ROWE PROFESSIONAL SERVICES COMPANY	Deliver by Date	06/30/2024	Voided
Type	Standard OK		ROWE PROFESSIONAL SERVICES COMPANY	Printed Date	09/08/2023	Discounted
Status	Open		540 S SAGINAW ST STE 200	Completed Date		Expensed 1,805
Bill To Location	P-04 - Finance		FLINT, MI 48502	Expiration Date	06/30/2024	Remaining 11,732
Assigned To Buyer						Encumbered 11,732
Resolution Number	PROJECT #1517					
Purchase Order	2024-00000107	Department	21 G & A	G/L Date	07/25/2023	Amount 13,537
Description	ROWE PROFESSIONAL SERVICE - PROJECT #1817	Vendor	18619 - ROWE PROFESSIONAL SERVICES COMPANY	Deliver by Date	12/31/2023	Voided
Type	Standard OK		ROWE PROFESSIONAL SERVICES COMPANY	Printed Date	09/08/2023	Discounted
Status	Open		540 S SAGINAW ST STE 200	Completed Date		Expensed 4,710
Bill To Location	P-04 - Finance		FLINT, MI 48502	Expiration Date	06/30/2024	Remaining 8,827
Assigned To Buyer						Encumbered 13,027
Resolution Number	PROJECT #1817					



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Department 21 G & A

Purchase Order	2024-00000108	Department	21 G & A	G/L Date	07/25/2023	Amount	138,146
Description	WK DICKSON - PROJ #1606	Vendor	5417 - W K DICKSON & CO INC	Deliver by Date	12/31/2023	Voided	
Type	Standard OK		W K DICKSON & CO INC	Printed Date	09/08/2023	Discounted	
Status	Open		PO BOX 36005	Completed Date		Expensed	42,202
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28236	Expiration Date	06/30/2024	Remaining	95,944
Assigned To Buyer						Encumbered	95,944
Resolution Number	PROJ #1606						
Purchase Order	2024-00000109	Department	21 G & A	G/L Date	07/31/2023	Amount	74,766
Description	WESTON & SAMPSON ENGINEERS INC PROJ #1818	Vendor	18055 - WESTON & SAMPSON ENGINEERS INC	Deliver by Date	12/31/2023	Voided	
Type	Standard OK		WESTON & SAMPSON ENGINEERS INC	Printed Date	09/08/2023	Discounted	
Status	Open		5 CENTENNIAL DR	Completed Date		Expensed	54,646
Bill To Location	P-04 - Finance		PEABODY, MA 01960	Expiration Date	06/30/2024	Remaining	20,120
Assigned To Buyer						Encumbered	20,120
Resolution Number	SANITARY AND MH SURVEY PROJECT #1818 ARPA						
Purchase Order	2024-00000110	Department	21 G & A	G/L Date	07/31/2023	Amount	3,669
Description	LE WOOTEN & COMPANY - PROJ #1815	Vendor	18836 - L.E WOOTEN & COMPANY	Deliver by Date	12/31/2023	Voided	
Type	Standard OK		L.E WOOTEN & COMPANY	Printed Date	09/08/2023	Discounted	
Status	Open		DBA THE WOOTEN COMPANY	Completed Date		Expensed	2,169
Bill To Location	P-04 - Finance		120 N BOYLAN AVENUE	Expiration Date	06/30/2024	Remaining	1,500
Assigned To Buyer			RALEIGH, NC 27603			Encumbered	1,500
Resolution Number	MARYVILLE SCHOOL LIFT STATION #16 PROJ #1815						
Purchase Order	2024-00000115	Department	21 G & A	G/L Date	08/21/2023	Amount	215,862
Description	MELTON ELECTRIC - PUMP STATION GENERATORS	Vendor	18607 - MELTON ELECTRIC CO INC	Deliver by Date	06/30/2024	Voided	
Type	Standard OK		MELTON ELECTRIC CO INC	Printed Date	09/08/2023	Discounted	
Status	Open		111 JACOB LANE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		MYRTLE BEACH, SC 29579	Expiration Date	06/30/2024	Remaining	215,862
Assigned To Buyer						Encumbered	215,862
Resolution Number	PUMP STATION GENERATORS - FEMA/SCEMD HMGP #4542 PROJ #F4-S132						
Purchase Order	2024-00000116	Department	21 G & A	G/L Date	08/21/2023	Amount	300,633
Description	W K DICKSON - PROJ #4015 - EDA GRANT #04-79-07494	Vendor	5417 - W K DICKSON & CO INC	Deliver by Date	12/31/2023	Voided	
Type	Standard OK		W K DICKSON & CO INC	Printed Date	09/08/2023	Discounted	
Status	Open		PO BOX 36005	Completed Date		Expensed	60,377
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28236	Expiration Date	06/30/2024	Remaining	240,256



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Assigned To Buyer

Resolution Number PROJ #4015 - EDA GRANT #04-79-07494

Encumbered 240,256

Purchase Order 2024-00000117

Description WRCOG - PROJ #1606 - EDA GRANT #04-79-07777

Type Standard **OK**

Department 21 G & A

Vendor 1137 - WACCAMAW REGIONAL & PLANNING

G/L Date 08/21/2023

Deliver by Date 06/30/2024

Amount 18,503

Voided

Printed Date 09/08/2023

Discounted

Status Open

Bill To Location P-04 - Finance

Assigned To Buyer

Resolution Number PROFESSIONAL SERVICES - PROJ #1606

Completed Date

Expiration Date 06/30/2024

Expensed 10,371

Remaining 8,132

Encumbered 8,132

Purchase Order 2024-00000118

Description WRCOG - PROJ #1515 - CDBG #4-CI-21-008

Type Standard **OK**

Department 21 G & A

Vendor 1137 - WACCAMAW REGIONAL & PLANNING

G/L Date 08/21/2023

Deliver by Date 12/31/2023

Amount 16,699

Voided

Printed Date 09/08/2023

Discounted

Status Open

Bill To Location P-04 - Finance

Assigned To Buyer

Resolution Number PROFESSIONAL SERVICES - PROJ #1515

Completed Date

Expiration Date 06/30/2024

Expensed 13,247

Remaining 3,451

Encumbered 3,451

Purchase Order 2024-00000119

Description WRCOG - PROJ #4015 - EDA GRANT #04-79-07494

Type Standard **OK**

Department 21 G & A

Vendor 1137 - WACCAMAW REGIONAL & PLANNING

G/L Date 08/21/2023

Deliver by Date 12/31/2023

Amount 14,472

Voided

Printed Date 09/08/2023

Discounted

Status Open

Bill To Location P-04 - Finance

Assigned To Buyer

Resolution Number PROFESSIONAL SERVICES - PROJ #4015

Completed Date

Expiration Date 06/30/2024

Expensed 6,996

Remaining 7,475

Encumbered 7,475

Purchase Order 2024-00000126

Description GREEN WAVE CONTRACTING - PROJ 4015

Type Standard **OK**

Department 21 G & A

Vendor 16954 - GREEN WAVE CONTRACTING INC

G/L Date 09/12/2023

Deliver by Date 06/30/2024

Amount 6,280,220

Voided

Printed Date 09/15/2023

Discounted

Status Open

Bill To Location P-04 - Finance

Assigned To Buyer

Resolution Number HISTORIC DISTRICT STORMWATER IMPROVEMENTS

Completed Date

Expiration Date 06/30/2024

Expensed 871,533

Remaining 5,408,686

Encumbered 5,408,686

Purchase Order 2024-00000130

Description CANNON TECHNOLOGIES INC

Type Standard

Department 21 G & A

Vendor 16312 - CANNON TECHNOLOGIES INC

G/L Date 09/19/2023

Deliver by Date 06/30/2024

Amount 45,441

Voided

Printed Date 09/22/2023

Discounted



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Department 21 G & A							
Status	Open	ok	DBA EATON CORP	Completed Date		Expensed	
Bill To Location	P-04 - Finance		28370 NETWORK PLACE	Expiration Date	06/30/2024	Remaining	45,441
Assigned To Buyer			CHICAGO, IL 60673-1283			Encumbered	45,441
Resolution Number	WATER METER NODES						
Purchase Order	2024-00000131	Department	21 G & A	G/L Date	09/19/2023	Amount	14,674
Description	CANNON TECHNOLOGIES	Vendor	16312 - CANNON TECHNOLOGIES INC	Deliver by Date	12/31/2023	Voided	
Type	Standard		CANNON TECHNOLOGIES INC	Printed Date	09/22/2023	Discounted	
Status	Open	ok	DBA EATON CORP	Completed Date		Expensed	
Bill To Location	P-04 - Finance		28370 NETWORK PLACE	Expiration Date	06/30/2024	Remaining	14,674
Assigned To Buyer			CHICAGO, IL 60673-1283			Encumbered	14,674
Resolution Number	WATER METER NODES						
Purchase Order	2024-00000132	Department	21 G & A	G/L Date	09/19/2023	Amount	14,630
Description	CANNON TECHNOLOGIES - WATER METER NODES	Vendor	16312 - CANNON TECHNOLOGIES INC	Deliver by Date	06/30/2024	Voided	
Type	Standard	ok	CANNON TECHNOLOGIES INC	Printed Date	09/22/2023	Discounted	
Status	Open		DBA EATON CORP	Completed Date		Expensed	
Bill To Location	P-04 - Finance		28370 NETWORK PLACE	Expiration Date	06/30/2024	Remaining	14,630
Assigned To Buyer			CHICAGO, IL 60673-1283			Encumbered	14,630
Resolution Number	WATER METER NODES						
Purchase Order	2024-00000150	Department	21 G & A	G/L Date	10/17/2023	Amount	39,650
Description	RAFTELIS	Vendor	19062 - RAFTELIS FINANCIAL CONSULTANTS INC	Deliver by Date	12/31/2023	Voided	
Type	Standard	ok	RAFTELIS FINANCIAL CONSULTANTS INC	Printed Date	10/19/2023	Discounted	
Status	Open		DBA RAFTELIS	Completed Date		Expensed	33,245
Bill To Location	P-04 - Finance		227 WEST TRADE ST SUITE 1400	Expiration Date	06/30/2024	Remaining	6,404
Assigned To Buyer			CHARLOTTE, NC 28202			Encumbered	11,371
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2024-00000159	Department	21 G & A	G/L Date	10/31/2023	Amount	454,500
Description	NORTH AMERICAN CONSTRUCTION COMPANY - PROJ 1822	Vendor	17332 - NORTH AMERICAN CONSTRUCTION COMPANY INC	Deliver by Date	06/30/2024	Voided	
Type	Standard	ok	NORTH AMERICAN CONSTRUCTION COMPANY INC	Printed Date	11/03/2023	Discounted	
Status	Open		PO BOX 15088	Completed Date		Expensed	
Bill To Location	P-04 - Finance		QUINBY, SC 29506	Expiration Date	06/30/2024	Remaining	454,500
Assigned To Buyer						Encumbered	454,500
Resolution Number	WWTP GRIT REMOVAL PROJ 1822						
Purchase Order	2024-00000164	Department	21 G & A	G/L Date	11/07/2023	Amount	1,223,000
Description	WK DICKSON & CO - SCIIP GRANT AWARD PROJ 1820 & 1821	Vendor	5417 - W K DICKSON & CO INC	Deliver by Date	06/30/2024	Voided	
Type	Standard	ok	W K DICKSON & CO INC	Printed Date	11/13/2023	Discounted	



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Department 21 G & A							
Status	Open		PO BOX 36005	Completed Date		Expensed	343,853
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28236	Expiration Date	06/30/2024	Remaining	879,146
Assigned To Buyer						Encumbered	879,146
Resolution Number	SCIIP GRANT A-23-C079 PROJ 1820 & 1821						
Purchase Order	2024-00000173	Department	21 G & A	G/L Date	11/29/2023	Amount	74,985
Description	WRCOG - ARPA	Vendor	1137 - WACCAMAW REGIONAL & PLANNING	Deliver by Date	06/30/2024	Voided	
Type	Standard OK		WACCAMAW REGIONAL COUNCIL OF GOVERNMENT	Printed Date	12/01/2023	Discounted	
Status	Open		1230 HIGHMARKET ST	Completed Date		Expensed	22,658
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	06/30/2024	Remaining	52,327
Assigned To Buyer						Encumbered	52,327
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2024-00000180	Department	21 G & A	G/L Date	12/06/2023	Amount	83,480
Description	HOWARD ENGINEERING - PROJ 1607	Vendor	19524 - HOWARD ENGINEERING, INC.	Deliver by Date	06/30/2034	Voided	
Type	Standard OK		HOWARD ENGINEERING, INC.	Printed Date	12/07/2023	Discounted	
Status	Open		5 RIVER RIDGE ROAD	Completed Date		Expensed	62,740
Bill To Location	P-04 - Finance		MARIETTA, SC 29661	Expiration Date	06/30/2024	Remaining	20,740
Assigned To Buyer						Encumbered	20,740
Resolution Number	ENGINEERING DESIGN SERVICES PROJ 1607						
Purchase Order	2024-00000209	Department	21 G & A	G/L Date	02/05/2024	Amount	25,000
Description	BRENNTAG MID-SOUTH - 25 % CAUSTIC SODIUM HYDROXIDE	Vendor	9902 - BRENNTAG MID-SOUTH INC	Deliver by Date	06/30/2024	Voided	
Type	Standard OK		BRENNTAG MID-SOUTH INC	Printed Date	02/08/2024	Discounted	
Status	Open		PO BOX 7410714	Completed Date		Expensed	19,738
Bill To Location	P-04 - Finance		CHICAGO, IL 60674-0714	Expiration Date	06/30/2024	Remaining	5,261
Assigned To Buyer						Encumbered	5,261
Resolution Number	CHEMICALS						
Purchase Order	2024-00000219	Department	21 G & A	G/L Date	02/26/2024	Amount	7,500
Description	CHLORINATOR SALES AND SERVICE	Vendor	75 - CHLORINATOR SALES & SERVICE INC	Deliver by Date	06/30/2024	Voided	
Type	Standard OK		CHLORINATOR SALES & SERVICE INC	Printed Date	03/01/2024	Discounted	
Status	Open		PO BOX 549	Completed Date		Expensed	
Bill To Location	P-04 - Finance		MATTHEWS, NC 28106	Expiration Date	06/30/2024	Remaining	7,500
Assigned To Buyer						Encumbered	7,500
Resolution Number	ANNUAL MAINTENANCE						
Purchase Order	2024-00000220	Department	21 G & A	G/L Date	02/26/2024	Amount	7,500
Description	CHLORINATOR SALES AND SERVICE	Vendor	75 - CHLORINATOR SALES & SERVICE INC	Deliver by Date	06/30/2024	Voided	
Type	Standard		CHLORINATOR SALES & SERVICE INC	Printed Date	03/01/2024	Discounted	
Status	Open		PO BOX 549	Completed Date		Expensed	5,638

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Department 21 G & A					
Bill To Location	P-04 - Finance	MATTHEWS, NC 28106	Expiration Date	06/30/2024	Remaining 1,861
Assigned To Buyer				Encumbered	1,861
Resolution Number	ANNUAL MAINTENANCE				
Purchase Order	2024-00000225	Department 21 G & A	G/L Date	03/18/2024	Amount 75,000
Description	PVS - FERRIC CHLORIDE	Vendor 8905 - PVS TECHNOLOGIES INC	Deliver by Date	06/30/2024	Voided
Type	Standard OK	PVS TECHNOLOGIES INC	Printed Date	03/21/2024	Discounted
Status	Open	25212 NETWORK PLACE	Completed Date		Expensed 55,163
Bill To Location	P-04 - Finance	CHICAGO, IL 60673-1503	Expiration Date	06/30/2024	Remaining 19,836
Assigned To Buyer				Encumbered	19,836
Resolution Number	CHEMICALS				
Purchase Order	2024-00000231	Department 21 G & A	G/L Date	04/01/2024	Amount 56,350
Description	CGR SBG FD LLC - REPLACEMENT VEHICLE FOR WATER DEPT	Vendor 19588 - CGR SBG FD LLC	Deliver by Date	06/30/2024	Voided
Type	Standard OK	CGR SBG FD LLC	Printed Date	04/01/2024	Discounted
Status	Open	DBA FORD OF SPARTANBURG	Completed Date		Expensed
Bill To Location	P-04 - Finance	501 E DANIEL MORGAN AVE	Expiration Date	06/30/2024	Remaining 56,350
Assigned To Buyer		SPARTANBURG, SC 29302		Encumbered	56,350
Resolution Number	VEHICLE				
Purchase Order	2024-00000232	Department 21 G & A	G/L Date	04/01/2024	Amount 44,636
Description	CGR SBG FD LLC - REPLACEMENT VEHICLE FOR WATER DEPT	Vendor 19588 - CGR SBG FD LLC	Deliver by Date	06/30/2024	Voided
Type	Standard OK	CGR SBG FD LLC	Printed Date	04/01/2024	Discounted
Status	Open	DBA FORD OF SPARTANBURG	Completed Date		Expensed
Bill To Location	P-04 - Finance	501 E DANIEL MORGAN AVE	Expiration Date	06/30/2024	Remaining 44,636
Assigned To Buyer		SPARTANBURG, SC 29302		Encumbered	44,636
Resolution Number	VEHICLE				
Purchase Order	2024-00000233	Department 21 G & A	G/L Date	04/01/2024	Amount 56,350
Description	CGR SBG FD LLC - REPLACEMENT VEHICLE FOR WATER DEPT	Vendor 19588 - CGR SBG FD LLC	Deliver by Date	06/30/2024	Voided
Type	Standard OK	CGR SBG FD LLC	Printed Date	04/01/2024	Discounted
Status	Open	DBA FORD OF SPARTANBURG	Completed Date		Expensed
Bill To Location	P-04 - Finance	501 E DANIEL MORGAN AVE	Expiration Date	06/30/2024	Remaining 56,350
Assigned To Buyer		SPARTANBURG, SC 29302		Encumbered	56,350
Resolution Number	VEHICLE				
Purchase Order	2024-00000240	Department 21 G & A	G/L Date	04/10/2024	Amount 656,082
Description	KING CONSTRUCTION SERVICES - ARPA GRANT PROJECT 1516	Vendor 17973 - KING CONSTRUCTION SERVICES INC	Deliver by Date	11/30/2024	Voided
Type	Standard OK	KING CONSTRUCTION SERVICES INC	Printed Date	04/18/2024	Discounted



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Department	21 G & A						
Status	Open		111 WHITE OAK FOREST PLACE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		CONWAY, SC 29527	Expiration Date	12/30/2024	Remaining	656,082
Assigned To Buyer						Encumbered	656,082
Resolution Number	ARPA GRANT ACT 2021 PROJECT 1516						
Purchase Order	2024-00000242	Department	21 G & A	G/L Date	04/15/2024	Amount	17,000
Description	HERITAGE LOGISTICS - ROBBIE GEATHERS	Vendor	19435 - HERITAGE LOGISTICS LLP	Deliver by Date	06/30/2024	Voided	
Type	Standard	OK	HERITAGE LOGISTICS LLP	Printed Date	04/18/2024	Discounted	
Status	Open		604 FRONT ST SUITE 104	Completed Date		Expensed	7,799
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	06/30/2024	Remaining	9,200
Assigned To Buyer						Encumbered	9,200
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2024-00000259	Department	21 G & A	G/L Date	05/13/2024	Amount	10,000
Description	INDUSTRIAL REWINDING -WWTP ELECTRIC MOTOR REPAIR	Vendor	1128 - INDUSTRIAL REWINDING INC	Deliver by Date	06/30/2024	Voided	
Type	Standard	OK	INDUSTRIAL REWINDING INC	Printed Date	05/16/2024	Discounted	
Status	Open		PO BOX 3442	Completed Date		Expensed	5,571
Bill To Location	P-04 - Finance		MYRTLE BEACH , SC 29578	Expiration Date	06/30/2024	Remaining	4,428
Assigned To Buyer						Encumbered	4,428
Resolution Number	WWTP ELECTRIC MOTOR REPAIRS						
Purchase Order	2024-00000260	Department	21 G & A	G/L Date	05/14/2024	Amount	6,080
Description	SHEALY CONSULTING LLC - PRETREATMENT PROGRAM UPDATE	Vendor	16621 - SHEALY CONSULTING LLC	Deliver by Date	06/30/2024	Voided	
Type	Standard	OK	SHEALY CONSULTING LLC	Printed Date	05/16/2024	Discounted	
Status	Open		343 W COLUMBIA AVENUE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		BATESBURG-LEESVILLE, SC 29006	Expiration Date	06/30/2024	Remaining	6,080
Assigned To Buyer						Encumbered	6,080
Resolution Number	PRROFESSIONAL SERVICES						
Purchase Order	2024-00000263	Department	21 G & A	G/L Date	05/20/2024	Amount	25,000
Description	INDUSTRIAL SOLUTIONS - 25% SODIUM HYDROXIDE	Vendor	89 - INDUSTRIAL SOLUTIONS & SUPPLY	Deliver by Date	06/30/2024	Voided	
Type	Standard	OK	INDUSTRIAL SOLUTIONS & SUPPLY	Printed Date	05/23/2024	Discounted	
Status	Open		PO BOX 1172	Completed Date		Expensed	
Bill To Location	P-04 - Finance		MARION, SC 29571	Expiration Date	06/30/2024	Remaining	25,000
Assigned To Buyer						Encumbered	25,000
Resolution Number	CHEMICALS						
Department 21 G & A Totals				Purchase Orders	40	Amount	\$16,361,317
						Voided	\$0
						Discounted	\$0

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			Expensed	\$3,650,117
			Remaining	\$12,711,199
			Encumbered	\$12,720,365
Grand Totals	Purchase Orders	107	Amount	\$21,835,085
			Voided	\$0
			Discounted	\$0
			Expensed	\$5,420,928
			Remaining	\$16,414,157
			Encumbered	\$16,012,038



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Accounts

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
REVENUE										
Department 00 - Revenue										
311.001	Property Taxes - Real	4,287,807.00	.00	4,287,807.00	.00	.00	4,231,202.88	56,604.12	99	3,717,058
311.003	Property Taxes - Vehicles	350,000.00	.00	350,000.00	.00	.00	292,929.12	57,070.88	84	288,174
311.004	Inventory Tax	132,978.00	.00	132,978.00	33,244.53	.00	99,733.59	33,244.41	75	99,733
311.005	Prop Tax-Penalties & Cost	32,000.00	.00	32,000.00	.00	.00	.00	32,000.00	0	
311.006	Homestead Exemption Tax	148,000.00	.00	148,000.00	190,805.96	.00	190,805.96	(42,805.96)	129	
311.007	Manufacturer's Tax Reduce	60,000.00	.00	60,000.00	48,961.80	.00	176,910.82	(116,910.82)	295	171,444
311.008	Motor Carrier Lieu of Tax	15,000.00	.00	15,000.00	.00	.00	13,663.05	1,336.95	91	17,244
321.001	Business Licenses	3,310,000.00	.00	3,310,000.00	375,235.43	.00	732,948.21	2,577,051.79	22	838,093
321.002	Business Lic - Penalties	6,000.00	.00	6,000.00	6,576.99	.00	46,553.20	(40,553.20)	776	1,711
322.001	Cable TV Franchise	116,000.00	.00	116,000.00	24,504.67	.00	79,808.82	36,191.18	69	85,671
322.002	S.C. Electric & Gas Co.	65,000.00	.00	65,000.00	.00	.00	.00	65,000.00	0	
323.001	Electrical Permits	5,000.00	.00	5,000.00	466.00	.00	5,284.00	(284.00)	106	9,188
323.002	Plumbing Permits	2,500.00	.00	2,500.00	1,885.00	.00	4,855.00	(2,355.00)	194	2,144
323.003	Gas Permits	2,500.00	.00	2,500.00	.00	.00	1,169.00	1,331.00	47	1,291
323.004	Building Permits	110,000.00	.00	110,000.00	11,724.00	.00	194,983.50	(84,983.50)	177	157,538
323.005	Yard Sale Permits	50.00	.00	50.00	6.00	.00	18.00	32.00	36	18
323.006	Mobile Home Permits	500.00	.00	500.00	150.00	.00	914.40	(414.40)	183	750
323.007	Demolition & Clearance	2,000.00	.00	2,000.00	300.00	.00	3,150.00	(1,150.00)	158	3,000
323.008	Mechanical Permits	5,000.00	.00	5,000.00	1,147.00	.00	8,426.00	(3,426.00)	169	5,770
323.010	Bus Lic Inspection Fee	50.00	.00	50.00	.00	.00	.00	50.00	0	
323.013	Burning Permit	50.00	.00	50.00	.00	.00	.00	50.00	0	
323.014	Construct Parking Permit	50.00	.00	50.00	.00	.00	220.00	(170.00)	440	220
323.015	Reinspection Fee	4,000.00	.00	4,000.00	75.00	.00	2,175.00	1,825.00	54	4,690
323.016	Permit Not Posted On-Site	50.00	.00	50.00	.00	.00	.00	50.00	0	
323.018	Moving Permit	.00	.00	.00	.00	.00	.00	.00	+++	150
323.019	Stop Work Order Fee	1,000.00	.00	1,000.00	.00	.00	328.00	672.00	33	2,130
323.020	Board of Appeals Fee	500.00	.00	500.00	.00	.00	150.00	350.00	30	900
323.021	Zoning Fees	7,200.00	.00	7,200.00	1,650.00	.00	17,320.00	(10,120.00)	241	7,750
323.022	Plan Review Fee	60,000.00	.00	60,000.00	6,183.00	.00	83,707.50	(23,707.50)	140	83,360
323.023	Sign Permit Fee	2,000.00	.00	2,000.00	325.00	.00	3,282.00	(1,282.00)	164	3,330
323.024	Planning Commission Fees	50.00	.00	50.00	.00	.00	300.00	(250.00)	600	150
323.025	ARB Fees	1,000.00	.00	1,000.00	90.00	.00	885.00	115.00	88	1,400
323.026	Plat Approval Fees	500.00	.00	500.00	20.00	.00	705.00	(205.00)	141	1,140
323.027	Special Events Permit	750.00	.00	750.00	540.00	.00	4,210.00	(3,460.00)	561	1,600
323.028	Miscellaneous permits	200.00	.00	200.00	.00	.00	1,675.00	(1,475.00)	838	210
324.008	Fire Impact Fee	55,000.00	.00	55,000.00	4,494.76	.00	118,692.10	(63,692.10)	216	119,940
331.000	Federal Grants	375,000.00	.00	375,000.00	.00	.00	.00	375,000.00	0	14,200
332.000	State Grants	219,114.00	11,636.00	230,750.00	.00	.00	66,211.80	164,538.20	29	93,930

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year
Fund 0010 - General Fund										
REVENUE										
Department 00 - Revenue										
332.008	Other Local Grants	6,100.00	.00	6,100.00	.00	.00	6,500.00	(400.00)	107	8,600
335.001	Local Government Fund	196,933.00	.00	196,933.00	.00	.00	103,389.60	93,543.40	52	147,690
335.004	Fema Recovery	.00	.00	.00	.00	.00	53,664.18	(53,664.18)	+++	
344.005	SRO Reimbursement	148,000.00	.00	148,000.00	.00	.00	.00	148,000.00	0	
351.001	Police Fines	63,000.00	.00	63,000.00	.00	.00	74,443.03	(11,443.03)	118	64,650
351.003	Parking Fines	9,700.00	.00	9,700.00	2,125.00	.00	11,150.00	(1,450.00)	115	10,460
351.007	Sunday Liquor Sales	15,000.00	.00	15,000.00	10,200.00	.00	16,550.00	(1,550.00)	110	11,250
351.008	Victim's Asst. Fees-(%)	5,000.00	.00	5,000.00	.00	.00	10,279.58	(5,279.58)	206	8,030
351.009	Victim's Asst. Flat Fees	2,500.00	.00	2,500.00	.00	.00	3,111.88	(611.88)	124	2,650
351.010	Misc Police Revenue	5,000.00	.00	5,000.00	91.00	.00	9,444.70	(4,444.70)	189	8,660
361.001	Investment Earnings	150,000.00	.00	150,000.00	46,565.50	.00	455,317.60	(305,317.60)	304	258,400
362.000	Rents and Royalties	16,478.00	.00	16,478.00	.00	.00	19,365.39	(2,887.39)	118	17,760
363.001	Fees for GIS/B&P Documents	50.00	.00	50.00	.00	.00	.00	50.00	0	
363.005	FOIA Fees	500.00	.00	500.00	23.00	.00	142.20	357.80	28	1,100
364.000	Housing Authority FILOT	45,000.00	.00	45,000.00	.00	.00	.00	45,000.00	0	56,750
364.001	Steel Mill FILOT	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	5,840
368.000	Work Comp Reimbursement	41,003.00	.00	41,003.00	.00	.00	.00	41,003.00	0	
369.000	Cash Over & Short	100.00	.00	100.00	.00	.00	(29.72)	129.72	-30	(135)
369.002	Miscellaneous Revenue	15,000.00	.00	15,000.00	10.00	.00	46,727.80	(31,727.80)	312	3,300
369.003	Insurance Proceeds	15,000.00	.00	15,000.00	.00	.00	20,850.47	(5,850.47)	139	23,300
369.005	Set-off Debt Collection Fees	500.00	.00	500.00	.00	.00	825.00	(325.00)	165	1,270
369.013	Returned Check Fees	2,000.00	.00	2,000.00	120.00	.00	2,940.00	(940.00)	147	2,670
391.001	Sale of Assets	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
392.001	From Electric Fund	819,987.00	.00	819,987.00	.00	.00	614,990.25	204,996.75	75	608,850
392.002	From Water Fund	326,554.00	.00	326,554.00	.00	.00	244,915.47	81,638.53	75	246,060
392.003	From Accom Tax Fund	32,000.00	.00	32,000.00	1,750.77	.00	30,197.54	1,802.46	94	29,250
392.005	From Wastewater Fund	338,082.00	.00	338,082.00	.00	.00	253,561.41	84,520.59	75	266,510
392.009	From Hospitality Fund	125,000.00	.00	125,000.00	.00	.00	93,749.67	31,250.33	75	104,160
393.003	GO Bond Proceeds	250,000.00	.00	250,000.00	.00	.00	300,000.00	(50,000.00)	120	
394.002	Transfer from fund balance	1,517,819.00	699,949.00	2,217,768.00	.00	.00	.00	2,217,768.00	0	
Department 00 - Revenue Totals		\$13,529,655.00	\$711,585.00	\$14,241,240.00	\$769,270.41	\$0.00	\$8,755,303.00	\$5,485,937.00	61%	\$7,621,140
REVENUE TOTALS		\$13,529,655.00	\$711,585.00	\$14,241,240.00	\$769,270.41	\$0.00	\$8,755,303.00	\$5,485,937.00	61%	\$7,621,140
EXPENSE										
Department 01 - Administration										
400.101	Regular Pay	412,950.00	.00	412,950.00	21,201.06	.00	309,994.21	102,955.79	75	321,300
401.103	Overtime	3,000.00	.00	3,000.00	205.51	.00	6,209.50	(3,209.50)	207	6,340
401.106	Contract Labor	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,800
405.114	FICA	31,820.00	.00	31,820.00	1,546.27	.00	23,245.34	8,574.66	73	24,000

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 01 - Administration										
406.116	Retirement	77,200.00	.00	77,200.00	3,945.25	.00	58,208.84	18,991.16	75	56,720
408.125	SCMIT Worker's Comp Ins.	8,500.00	.00	8,500.00	411.29	.00	9,482.52	(982.52)	112	8,790
410.001	Health Claims Cost	28,331.00	.00	28,331.00	2,200.26	.00	24,018.26	4,312.74	85	21,320
410.002	Health Claim Costs-Retire	.00	.00	.00	1,432.88	.00	10,375.32	(10,375.32)	+++	600
500.101	Supplies and Materials	4,000.00	.00	4,000.00	237.19	.00	5,057.36	(1,057.36)	126	5,170
500.102	Equipment	200.00	.00	200.00	.00	.00	.00	200.00	0	3,330
500.105	Printing and Binding	300.00	.00	300.00	.00	.00	.00	300.00	0	
500.107	Technology Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	
610.111	Communications- Landline	6,000.00	.00	6,000.00	575.17	.00	4,970.47	1,029.53	83	4,510
610.112	Postage	500.00	.00	500.00	671.46	.00	1,134.50	(634.50)	227	760
610.1110	Communications- Wireless	3,000.00	.00	3,000.00	133.93	.00	1,418.59	1,581.41	47	1,680
620.114	Advertising	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	280
640.124	Travel Expense	3,500.00	.00	3,500.00	83.08	.00	227.08	3,272.92	6	1,790
650.127	Electricity	3,552.00	.00	3,552.00	294.15	.00	3,115.14	436.86	88	2,640
650.128	Water	745.00	.00	745.00	61.18	.00	617.42	127.58	83	510
650.129	Wastewater	800.00	.00	800.00	66.92	.00	671.17	128.83	84	560
650.130	Sanitation	1,208.00	.00	1,208.00	85.24	.00	852.40	355.60	71	850
650.133	Stormwater	700.00	.00	700.00	120.48	.00	1,132.44	(432.44)	162	750
650.134	Security Lights	1,900.00	.00	1,900.00	157.50	.00	1,566.81	333.19	82	1,570
650.1271	Electricity- Sales Tax	111.00	.00	111.00	7.51	.00	91.41	19.59	82	80
660.105	COVID-19 Pandemic Expense	.00	.00	.00	.00	.00	.00	.00	+++	1,790
660.139	Fleet Services-RTA Mtce Allocation	100.00	.00	100.00	10.03	.00	1,399.81	(1,299.81)	1400	170
660.145	Gasoline & Oil	500.00	.00	500.00	.00	.00	.00	500.00	0	
660.1391	Fleet Services -Departmental Expense Allocation	424.00	.00	424.00	13.75	.00	601.10	(177.10)	142	540
660.1392	Fleet Svcs- Outside Vends	500.00	.00	500.00	.00	.00	.00	500.00	0	300
670.156	Equipment Rental/Lease	5,900.00	.00	5,900.00	447.69	.00	3,094.67	2,805.33	52	4,120
685.180	Membership Dues and Fees	2,454.00	.00	2,454.00	.00	.00	1,828.00	626.00	74	2,910
685.182	Other Operating Expenses	3,000.00	.00	3,000.00	16.70	.00	662.11	2,337.89	22	1,600
685.186	Training	5,375.00	.00	5,375.00	145.00	.00	1,433.22	3,941.78	27	2,860
685.1801	Subscriptions	.00	.00	.00	.00	.00	167.60	(167.60)	+++	20
686.187	Professional Services	.00	.00	.00	.00	7,015.20	40,241.40	(47,256.60)	+++	
686.189	Employee Medical	.00	.00	.00	.00	.00	.00	.00	+++	150
686.195	Repair/Maint Svc Contract	2,400.00	.00	2,400.00	191.91	.00	750.99	1,649.01	31	740
686.1895	Employee wellness services	3,009.00	.00	3,009.00	211.24	.00	1,635.34	1,373.66	54	1,490
687.204	Janitorial Services	6,106.00	.00	6,106.00	.00	.00	.00	6,106.00	0	
795.001	IT Internal Allocations	52,470.00	.00	52,470.00	7,282.60	.00	27,695.61	24,774.39	53	26,440
795.995	GF Cost Distribution	(387,425.00)	.00	(387,425.00)	.00	.00	(290,568.78)	(96,856.22)	75	(214,950)

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 01 - Administration										
Sub Department 02 - Mayor and Council										
400.101	Regular Pay	101,710.00	.00	101,710.00	7,030.59	.00	98,977.45	2,732.55	97	97,501
401.103	Overtime	.00	.00	.00	259.55	.00	519.11	(519.11)	+++	
405.114	FICA	7,780.00	.00	7,780.00	473.55	.00	6,893.26	886.74	89	6,941
406.116	Retirement	18,877.00	.00	18,877.00	888.62	.00	12,738.98	6,138.02	67	11,691
408.125	SCMIT Worker's Comp Ins.	2,055.00	.00	2,055.00	.00	.00	.00	2,055.00	0	
410.001	Health Claims Cost	34,156.00	.00	34,156.00	1,981.38	.00	21,891.42	12,264.58	64	17,621
500.101	Supplies and Materials	2,000.00	.00	2,000.00	89.12	.00	316.94	1,683.06	16	2,661
500.102	Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	21
500.105	Printing and Binding	600.00	.00	600.00	.00	.00	.00	600.00	0	
610.111	Communications- Landline	600.00	.00	600.00	.00	.00	608.44	(8.44)	101	451
610.112	Postage	400.00	.00	400.00	.00	.00	13.20	386.80	3	91
610.1110	Communications- Wireless	6,300.00	.00	6,300.00	515.63	.00	4,640.37	1,659.63	74	4,451
620.114	Advertising	3,000.00	.00	3,000.00	194.25	.00	1,224.75	1,775.25	41	1,551
640.124	Travel Expense	19,275.00	.00	19,275.00	.00	.00	1,962.00	17,313.00	10	2,831
670.156	Equipment Rental/Lease	11,000.00	.00	11,000.00	787.68	1,575.36	7,876.80	1,547.84	86	7,571
685.180	Membership Dues and Fees	2,000.00	.00	2,000.00	200.00	.00	475.00	1,525.00	24	281
685.182	Other Operating Expenses	4,800.00	.00	4,800.00	687.81	.00	1,370.83	3,429.17	29	571
685.186	Training	12,305.00	.00	12,305.00	.00	.00	1,715.00	10,590.00	14	1,501
685.1801	Subscriptions	.00	.00	.00	.00	.00	142.29	(142.29)	+++	
686.187	Professional Services	.00	.00	.00	.00	.00	261.38	(261.38)	+++	
686.1895	Employee wellness services	11,004.00	.00	11,004.00	774.56	.00	5,996.35	5,007.65	54	5,461
795.001	IT Internal Allocations	59,966.00	.00	59,966.00	11,652.18	.00	34,981.36	24,984.64	58	33,191
Sub Department 02 - Mayor and Council Totals		\$298,328.00	\$0.00	\$298,328.00	\$25,534.92	\$1,575.36	\$202,604.93	\$94,147.71	68%	\$194,441
Department 01 - Administration Totals		\$584,208.00	\$0.00	\$584,208.00	\$67,290.17	\$8,590.56	\$453,934.78	\$121,682.66	79%	\$488,151
Department 04 - Finance										
400.101	Regular Pay	558,498.00	.00	558,498.00	30,754.97	.00	444,718.64	113,779.36	80	386,711
401.103	Overtime	3,500.00	.00	3,500.00	31.34	.00	3,187.61	312.39	91	2,321
401.106	Contract Labor	5,000.00	.00	5,000.00	.00	.00	2,379.38	2,620.62	48	6,771
405.114	FICA	42,996.00	.00	42,996.00	2,216.08	.00	32,862.96	10,133.04	76	28,541
406.116	Retirement	104,308.00	.00	104,308.00	5,674.19	.00	82,316.39	21,991.61	79	67,281
408.125	SCMIT Worker's Comp Ins.	5,200.00	.00	5,200.00	225.47	.00	5,198.52	1.48	100	4,821
410.001	Health Claims Cost	56,810.00	.00	56,810.00	5,730.68	.00	50,425.18	6,384.82	89	36,971
410.002	Health Claim Costs-Retire	2,015.00	.00	2,015.00	138.80	.00	1,395.74	619.26	69	1,521
500.101	Supplies and Materials	5,000.00	.00	5,000.00	25.39	.00	4,408.31	591.69	88	3,601
500.102	Equipment	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	421
500.103	Furniture	400.00	.00	400.00	.00	.00	.00	400.00	0	
610.111	Communications- Landline	3,500.00	.00	3,500.00	143.79	.00	3,065.78	434.22	88	2,491

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Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 04 - Finance										
610.112	Postage	6,500.00	.00	6,500.00	.00	.00	3,788.40	2,711.60	58	5,688.00
610.1110	Communications- Wireless	750.00	.00	750.00	46.31	.00	416.73	333.27	56	416.73
640.124	Travel Expense	5,000.00	.00	5,000.00	.00	(950.00)	216.74	5,733.26	-15	2,000.00
650.127	Electricity	3,200.00	.00	3,200.00	214.01	.00	5,050.63	(1,850.63)	158	1,930.00
650.128	Water	630.00	.00	630.00	52.44	.00	529.23	100.77	84	441.00
650.129	Wastewater	686.00	.00	686.00	57.36	.00	575.25	110.75	84	481.00
650.130	Sanitation	1,035.00	.00	1,035.00	73.06	.00	730.60	304.40	71	730.60
650.133	Stormwater	750.00	.00	750.00	99.52	.00	962.68	(212.68)	128	641.00
650.134	Security Lights	1,750.00	.00	1,750.00	135.00	.00	1,342.98	407.02	77	1,350.00
650.1271	Electricity- Sales Tax	200.00	.00	200.00	6.44	.00	78.35	121.65	39	71.00
670.156	Equipment Rental/Lease	9,000.00	.00	9,000.00	333.35	.00	5,056.91	3,943.09	56	7,120.00
685.180	Membership Dues and Fees	1,800.00	.00	1,800.00	460.00	.00	1,320.00	480.00	73	1,670.00
685.182	Other Operating Expenses	10,000.00	.00	10,000.00	(54.93)	.00	1,137.99	8,862.01	11	6,550.00
685.184	Continuing Education	1,350.00	.00	1,350.00	.00	.00	315.00	1,035.00	23	1,350.00
685.186	Training	3,250.00	.00	3,250.00	14.95	.00	608.70	2,641.30	19	1,340.00
685.1801	Subscriptions	.00	.00	.00	.00	.00	142.29	(142.29)	+++	.00
686.189	Employee Medical	750.00	.00	750.00	.00	.00	300.00	450.00	40	150.00
686.1895	Employee wellness services	10,007.00	.00	10,007.00	704.14	.00	5,451.20	4,555.80	54	4,970.00
795.001	IT Internal Allocations	52,470.00	.00	52,470.00	7,282.62	.00	27,695.64	24,774.36	53	26,440.00
795.995	GF Cost Distribution	(377,214.00)	.00	(377,214.00)	.00	.00	(282,910.50)	(94,303.50)	75	(317,519.00)
Department 04 - Finance Totals		\$521,141.00	\$0.00	\$521,141.00	\$54,364.98	(\$950.00)	\$402,767.33	\$119,323.67	77%	\$286,011.00
Department 05 - Police										
Sub Department 05 - Police Staff Services										
400.101	Regular Pay	2,308,986.00	.00	2,308,986.00	117,663.73	.00	1,651,657.31	657,328.69	72	1,442,330.00
401.103	Overtime	120,300.00	.00	120,300.00	10,409.66	.00	135,333.33	(15,033.33)	112	110,720.00
401.105	On-call pay	6,000.00	.00	6,000.00	400.00	.00	4,400.00	1,600.00	73	4,400.00
405.114	FICA	182,995.00	.00	182,995.00	9,298.70	.00	130,976.27	52,018.73	72	113,480.00
406.116	Retirement	504,694.00	.00	504,694.00	25,502.46	.00	345,864.19	158,829.81	69	300,450.00
408.125	SCMIT Worker's Comp Ins.	138,000.00	.00	138,000.00	5,941.41	.00	141,627.89	(3,627.89)	103	123,030.00
410.001	Health Claims Cost	278,431.00	.00	278,431.00	21,615.04	.00	225,947.98	52,483.02	81	188,590.00
410.002	Health Claim Costs-Retire	53,966.00	.00	53,966.00	8,212.58	.00	61,849.67	(7,883.67)	115	43,690.00
500.101	Supplies and Materials	12,754.00	.00	12,754.00	1,971.50	.00	10,176.03	2,577.97	80	16,880.00
500.102	Equipment	6,319.00	.00	6,319.00	.00	.00	3,781.51	2,537.49	60	17,370.00
500.103	Furniture	450.00	.00	450.00	.00	.00	137.74	312.26	31	1,530.00
501.101	Uniforms and Clothing	37,100.00	11,636.00	48,736.00	2,971.57	.00	30,039.07	18,696.93	62	20,800.00
610.111	Communications- Landline	7,000.00	.00	7,000.00	245.98	.00	7,412.27	(412.27)	106	6,090.00
610.112	Postage	500.00	.00	500.00	.00	.00	162.14	337.86	32	200.00
610.1110	Communications- Wireless	75,484.00	.00	75,484.00	5,959.25	3,000.12	56,994.87	15,489.01	79	53,010.00

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Accounts

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 05 - Police										
Sub Department 05 - Police Staff Services										
620.114	Advertising	.00	.00	.00	.00	.00	.00	.00	+++	71%
640.124	Travel Expense	19,234.00	.00	19,234.00	768.88	.00	7,004.55	12,229.45	36	8,630
650.127	Electricity	32,082.00	.00	32,082.00	2,391.41	.00	25,246.35	6,835.65	79	22,060
650.128	Water	4,235.00	.00	4,235.00	353.61	.00	3,531.37	703.63	83	3,010
650.129	Wastewater	3,180.00	.00	3,180.00	265.77	.00	2,671.88	508.12	84	2,260
650.130	Sanitation	2,584.00	.00	2,584.00	182.46	.00	1,824.60	759.40	71	1,820
650.133	Stormwater	3,157.00	.00	3,157.00	180.86	.00	2,268.28	888.72	72	2,650
650.134	Security Lights	3,720.00	.00	3,720.00	309.89	.00	3,075.50	644.50	83	3,090
650.1271	Electricity- Sales Tax	954.00	.00	954.00	61.67	.00	784.25	169.75	82	720
660.103	Emergency Preparedness	.00	.00	.00	.00	.00	12.82	(12.82)	+++	
660.105	COVID-19 Pandemic Expense	.00	.00	.00	.00	.00	.00	.00	+++	5,080
660.133	Repairs & Maint. Services	28,000.00	.00	28,000.00	4,397.02	.00	13,144.57	14,855.43	47	22,140
660.139	Fleet Services-RTA Mtce Allocation	32,800.00	.00	32,800.00	2,185.79	.00	25,946.88	6,853.12	79	31,760
660.145	Gasoline & Oil	89,212.00	.00	89,212.00	18,562.50	.00	82,502.58	6,709.42	92	70,890
660.1391	Fleet Services -Departmental Expense Allocation	34,938.00	.00	34,938.00	1,335.00	.00	41,966.88	(7,028.88)	120	43,470
660.1392	Fleet Svcs- Outside Vends	25,500.00	.00	25,500.00	853.50	.00	27,996.09	(2,496.09)	110	34,160
670.156	Equipment Rental/Lease	6,200.00	.00	6,200.00	525.56	.00	3,892.65	2,307.35	63	5,390
682.1721	Prisoner Housing	70,000.00	.00	70,000.00	922.50	2,550.00	32,380.00	35,070.00	50	31,770
685.180	Membership Dues and Fees	1,775.00	.00	1,775.00	190.00	.00	1,215.00	560.00	68	1,120
685.182	Other Operating Expenses	28,850.00	.00	28,850.00	34.03	.00	28,843.49	6.51	100	5,000
685.186	Training	8,378.00	.00	8,378.00	1,415.00	.00	3,185.00	5,193.00	38	5,020
685.187	Special Projects	2,000.00	.00	2,000.00	.00	.00	7,250.37	(5,250.37)	363	14,580
685.189	Reserve Program	.00	.00	.00	.00	.00	.00	.00	+++	1,420
685.1801	Subscriptions	10,385.00	.00	10,385.00	435.67	.00	9,223.75	1,161.25	89	4,580
685.1861	Law Enforce Accreditation/Policy	7,600.00	.00	7,600.00	.00	.00	7,338.48	261.52	97	5,200
686.184	Technology Services	39,884.00	.00	39,884.00	.00	.00	38,366.83	1,517.17	96	
686.189	Employee Medical	2,775.00	.00	2,775.00	350.00	.00	2,578.00	197.00	93	4,950
686.194	Other Prof/Tech Services	75,000.00	.00	75,000.00	.00	18,750.00	56,250.00	.00	100	37,500
686.195	Repair/Maint Svc Contract	24,000.00	.00	24,000.00	.00	.00	4,596.09	19,403.91	19	8,460
686.1895	Employee wellness services	36,021.00	.00	36,021.00	2,464.50	.00	19,079.23	16,941.77	53	17,400
687.203	Contract Services	5,500.00	.00	5,500.00	.00	.00	350.00	5,150.00	6	7,390
687.204	Janitorial Services	6,106.00	.00	6,106.00	.00	.00	6,915.00	(809.00)	113	
720.120	Donations and Promotions	.00	.00	.00	.00	.00	.00	.00	+++	3,700
795.001	IT Internal Allocations	59,966.00	.00	59,966.00	10,195.66	.00	30,608.68	29,357.32	51	29,040
795.010	911 Expense Billing	(1,888.00)	.00	(1,888.00)	.00	.00	(157.30)	(1,730.70)	8	(9,557)
900.4100	Vehicles	.00	.00	.00	.00	(6,106.26)	.00	6,106.26	+++	92,390
900.4300	Other Equipment	.00	.00	.00	15,107.75	.00	15,107.75	(15,107.75)	+++	5,550

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 05 - Police										
Sub Department 05 - Police Staff Services Totals		\$4,395,127.00	\$11,636.00	\$4,406,763.00	\$273,680.91	\$18,193.86	\$3,311,359.89	\$1,077,209.25	76%	\$2,966,161.00
Sub Department 07 - Victim's Advocate										
400.101	Regular Pay	.00	.00	.00	.00	.00	16,204.93	(16,204.93)	+++	23,711.00
401.103	Overtime	.00	.00	.00	.00	.00	228.20	(228.20)	+++	281.00
405.114	FICA	.00	.00	.00	.00	.00	1,183.17	(1,183.17)	+++	1,751.00
406.116	Retirement	.00	.00	.00	.00	.00	2,952.76	(2,952.76)	+++	4,111.00
408.125	SCMIT Worker's Comp Ins.	.00	.00	.00	50.10	.00	1,155.23	(1,155.23)	+++	1,071.00
410.001	Health Claims Cost	.00	.00	.00	.00	.00	.00	.00	+++	3,771.00
501.101	Uniforms and Clothing	.00	.00	.00	.00	.00	.00	.00	+++	291.00
610.111	Communications- Landline	.00	.00	.00	.00	.00	152.12	(152.12)	+++	111.00
610.1110	Communications- Wireless	.00	.00	.00	.00	.00	57.93	(57.93)	+++	891.00
660.145	Gasoline & Oil	.00	.00	.00	.00	.00	.00	.00	+++	301.00
660.1391	Fleet Services -Departmental Expense Allocation	.00	.00	.00	.00	.00	489.17	(489.17)	+++	571.00
685.182	Other Operating Expenses	.00	.00	.00	.00	.00	.00	.00	+++	311.00
685.186	Training	.00	.00	.00	.00	.00	.00	.00	+++	391.00
686.195	Repair/Maint Svc Contract	.00	.00	.00	.00	.00	.00	.00	+++	381.00
686.1895	Employee wellness services	.00	.00	.00	70.41	.00	545.10	(545.10)	+++	491.00
795.001	IT Internal Allocations	.00	.00	.00	1,456.52	.00	4,372.67	(4,372.67)	+++	4,141.00
Sub Department 07 - Victim's Advocate Totals		\$0.00	\$0.00	\$0.00	\$1,577.03	\$0.00	\$27,341.28	(\$27,341.28)	+++	\$42,351.00
Sub Department 26 - Grants										
610.1110	Communications- Wireless	.00	.00	.00	.00	.00	115.56	(115.56)	+++	2,461.00
660.139	Fleet Services-RTA Mtce Allocation	.00	.00	.00	.00	.00	1,517.29	(1,517.29)	+++	861.00
660.145	Gasoline & Oil	.00	.00	.00	.00	.00	.00	.00	+++	2,161.00
660.1391	Fleet Services -Departmental Expense Allocation	.00	.00	.00	.00	.00	1,304.55	(1,304.55)	+++	1,221.00
660.1392	Fleet Svcs- Outside Vends	.00	.00	.00	.00	.00	6,116.86	(6,116.86)	+++	2,061.00
685.182	Other Operating Expenses	.00	.00	.00	1,663.43	.00	2,886.35	(2,886.35)	+++	101.00
685.187	Special Projects	.00	.00	.00	.00	.00	.00	.00	+++	1,011.00
Sub Department 26 - Grants Totals		\$0.00	\$0.00	\$0.00	\$1,663.43	\$0.00	\$11,940.61	(\$11,940.61)	+++	\$9,901.00
Department 05 - Police Totals		\$4,395,127.00	\$11,636.00	\$4,406,763.00	\$276,921.37	\$18,193.86	\$3,350,641.78	\$1,037,927.36	76%	\$3,018,421.00
Department 06 - Building Department										
685.186	Training	.00	.00	.00	.00	.00	(290.00)	290.00	+++	\$0.00
Department 06 - Building Department Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$290.00)	\$290.00	+++	\$0.00
Department 09 - Planning & Community Development										
400.101	Regular Pay	320,518.00	.00	320,518.00	20,966.33	.00	295,522.44	24,995.56	92	291,311.00
401.103	Overtime	2,500.00	.00	2,500.00	.00	.00	1,567.81	932.19	63	1,671.00
401.106	Contract Labor	124,800.00	.00	124,800.00	.00	.00	20,402.00	104,398.00	16	124,800.00
405.114	FICA	24,711.00	.00	24,711.00	1,533.36	.00	21,972.72	2,738.28	89	21,601.00
406.116	Retirement	59,952.00	.00	59,952.00	4,059.32	.00	56,455.25	3,496.75	94	52,151.00

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 09 - Planning & Community Development										
408.125	SCMIT Worker's Comp Ins.	4,500.00	.00	4,500.00	198.33	.00	4,572.76	(72.76)	102	4,241
410.001	Health Claims Cost	53,195.00	.00	53,195.00	3,182.44	.00	29,535.50	23,659.50	56	29,121
500.101	Supplies and Materials	3,220.00	.00	3,220.00	21.40	.00	1,047.78	2,172.22	33	3,631
500.102	Equipment	2,300.00	.00	2,300.00	(1,955.39)	.00	513.21	1,786.79	22	1,851
500.103	Furniture	200.00	.00	200.00	.00	.00	.00	200.00	0	
500.105	Printing and Binding	1,820.00	.00	1,820.00	.00	.00	289.82	1,530.18	16	
610.111	Communications- Landline	1,600.00	.00	1,600.00	143.78	.00	1,546.84	53.16	97	1,351
610.112	Postage	2,000.00	.00	2,000.00	.00	.00	2,148.82	(148.82)	107	2,841
610.1110	Communications- Wireless	3,600.00	.00	3,600.00	404.90	.00	3,726.56	(126.56)	104	4,221
620.114	Advertising	4,322.00	.00	4,322.00	833.25	.00	2,944.50	1,377.50	68	4,271
640.124	Travel Expense	3,399.00	.00	3,399.00	417.00	.00	2,085.17	1,313.83	61	2,821
650.127	Electricity	6,100.00	.00	6,100.00	142.67	.00	1,664.23	4,435.77	27	1,291
650.128	Water	655.00	.00	655.00	34.96	.00	352.81	302.19	54	291
650.129	Wastewater	490.00	.00	490.00	38.24	.00	383.49	106.51	78	321
650.130	Sanitation	137.00	.00	137.00	48.70	.00	487.00	(350.00)	355	481
650.133	Stormwater	515.00	.00	515.00	68.09	.00	685.86	(170.86)	133	431
650.134	Security Lights	1,080.00	.00	1,080.00	90.00	.00	895.32	184.68	83	901
650.1271	Electricity- Sales Tax	180.00	.00	180.00	4.29	.00	52.22	127.78	29	41
660.133	Repairs & Maint. Services	927.00	.00	927.00	.00	.00	.00	927.00	0	
660.139	Fleet Services-RTA Mtce Allocation	500.00	.00	500.00	39.68	.00	2,301.98	(1,801.98)	460	741
660.145	Gasoline & Oil	3,867.00	.00	3,867.00	763.84	.00	3,050.45	816.55	79	3,121
660.1391	Fleet Services -Departmental Expense Allocation	1,400.00	.00	1,400.00	95.00	.00	1,941.16	(541.16)	139	1,661
660.1392	Fleet Svcs- Outside Vends	150.00	.00	150.00	.00	.00	.00	150.00	0	91
670.156	Equipment Rental/Lease	7,500.00	.00	7,500.00	608.17	.00	4,689.32	2,810.68	63	8,741
685.180	Membership Dues and Fees	2,000.00	.00	2,000.00	.00	.00	2,341.54	(341.54)	117	2,241
685.182	Other Operating Expenses	600.00	.00	600.00	326.90	.00	2,111.82	(1,511.82)	352	1,731
685.184	Continuing Education	3,000.00	.00	3,000.00	395.00	.00	960.00	2,040.00	32	3,181
685.186	Training	5,219.00	.00	5,219.00	.00	.00	1,339.00	3,880.00	26	4,041
686.187	Professional Services	.00	.00	.00	.00	.00	261.38	(261.38)	+++	
686.189	Employee Medical	.00	.00	.00	.00	.00	.00	.00	+++	431
686.191	Contract Services/Studies	486,000.00	.00	486,000.00	86,800.00	(8,007.77)	129,750.00	364,257.77	25	120,051
686.1895	Employee wellness services	5,004.00	.00	5,004.00	352.07	.00	2,725.59	2,278.41	54	2,481
795.001	IT Internal Allocations	22,487.00	.00	22,487.00	4,369.57	.00	13,118.01	9,368.99	58	12,441
Department 09 - Planning & Community Development Totals		\$1,160,448.00	\$0.00	\$1,160,448.00	\$123,981.90	(\$8,007.77)	\$613,442.36	\$555,013.41	52%	\$585,921
Department 10 - Municipal Court										
400.101	Regular Pay	149,525.00	.00	149,525.00	8,744.15	.00	132,855.30	16,669.70	89	119,531
401.103	Overtime	4,500.00	.00	4,500.00	120.74	.00	3,105.77	1,394.23	69	3,181

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 10 - Municipal Court										
401.105	On-call pay	5,200.00	.00	5,200.00	300.00	.00	4,100.00	1,100.00	79	4,400.00
405.114	FICA	12,180.00	.00	12,180.00	690.87	.00	10,604.56	1,575.44	87	9,610.00
406.116	Retirement	29,552.00	.00	29,552.00	1,696.06	.00	25,812.00	3,740.00	87	22,040.00
408.125	SCMIT Worker's Comp Ins.	3,000.00	.00	3,000.00	123.17	.00	2,839.93	160.07	95	2,630.00
410.001	Health Claims Cost	12,927.00	.00	12,927.00	497.70	.00	4,916.60	8,010.40	38	4,370.00
500.101	Supplies and Materials	2,500.00	.00	2,500.00	.00	.00	1,502.41	997.59	60	2,380.00
500.102	Equipment	500.00	.00	500.00	.00	.00	239.89	260.11	48	
610.111	Communications- Landline	.00	.00	.00	249.55	.00	831.61	(831.61)	+++	340.00
610.112	Postage	3,300.00	.00	3,300.00	.00	.00	2,572.06	727.94	78	2,590.00
640.124	Travel Expense	900.00	.00	900.00	375.19	.00	533.72	366.28	59	500.00
650.127	Electricity	6,100.00	.00	6,100.00	444.70	.00	5,553.18	546.82	91	4,010.00
650.128	Water	646.00	.00	646.00	53.92	.00	538.47	107.53	83	450.00
650.129	Wastewater	485.00	.00	485.00	32.76	.00	399.61	85.39	82	340.00
650.130	Sanitation	137.00	.00	137.00	9.67	.00	96.70	40.30	71	90.00
650.133	Stormwater	277.00	.00	277.00	31.43	.00	384.42	(107.42)	139	230.00
650.134	Security Lights	458.00	.00	458.00	38.11	.00	357.70	100.30	78	380.00
650.1271	Electricity- Sales Tax	178.00	.00	178.00	11.47	.00	145.80	32.20	82	130.00
660.105	COVID-19 Pandemic Expense	.00	.00	.00	.00	.00	1,080.00	(1,080.00)	+++	3,560.00
660.133	Repairs & Maint. Services	2,500.00	.00	2,500.00	.00	.00	2,744.84	(244.84)	110	2,610.00
660.139	Fleet Services-RTA Mtce Allocation	500.00	.00	500.00	.00	.00	.00	500.00	0	
660.145	Gasoline & Oil	350.00	.00	350.00	121.81	.00	319.89	30.11	91	290.00
660.1391	Fleet Services -Departmental Expense Allocation	424.00	.00	424.00	.00	.00	326.10	97.90	77	380.00
670.156	Equipment Rental/Lease	2,300.00	.00	2,300.00	298.47	.00	1,360.05	939.95	59	1,570.00
685.180	Membership Dues and Fees	110.00	.00	110.00	.00	.00	120.00	(10.00)	109	110.00
685.182	Other Operating Expenses	3,435.00	.00	3,435.00	696.00	.00	1,936.29	1,498.71	56	2,110.00
685.186	Training	400.00	.00	400.00	.00	.00	85.00	315.00	21	
686.187	Professional Services	41,350.00	.00	41,350.00	.00	8,500.00	23,629.87	9,220.13	78	9,070.00
686.189	Employee Medical	.00	.00	.00	.00	.00	150.00	(150.00)	+++	
686.195	Repair/Maint Svc Contract	2,200.00	.00	2,200.00	.00	.00	403.50	1,796.50	18	300.00
686.1895	Employee wellness services	3,009.00	.00	3,009.00	211.24	.00	1,635.34	1,373.66	54	1,490.00
795.001	IT Internal Allocations	37,479.00	.00	37,479.00	7,282.62	.00	21,863.34	15,615.66	58	20,740.00
Department 10 - Municipal Court Totals		\$326,422.00	\$0.00	\$326,422.00	\$22,029.63	\$8,500.00	\$253,043.95	\$64,878.05	80%	\$219,090.00
Department 11 - Fire										
400.101	Regular Pay	1,730,900.00	.00	1,730,900.00	51,337.76	.00	1,159,659.81	571,240.19	67	1,147,590.00
401.103	Overtime	120,000.00	.00	120,000.00	(11,828.06)	.00	239,902.91	(119,902.91)	200	167,880.00
402.111	Volunteer Employees	1,000.00	.00	1,000.00	30.00	.00	285.00	715.00	28	240.00
405.114	FICA	141,595.00	.00	141,595.00	2,922.01	.00	102,757.35	38,837.65	73	95,180.00
406.116	Retirement	393,131.00	.00	393,131.00	8,197.42	.00	293,305.77	99,825.23	75	257,830.00

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 11 - Fire										
408.125	SCMIT Worker's Comp Ins.	78,000.00	.00	78,000.00	5,193.68	.00	79,316.03	(1,316.03)	102	67,218
410.001	Health Claims Cost	266,098.00	.00	266,098.00	5,475.29	.00	151,199.51	114,898.49	57	160,541
410.002	Health Claim Costs-Retire	38,225.00	.00	38,225.00	1,854.34	.00	22,424.16	15,800.84	59	21,031
500.101	Supplies and Materials	23,000.00	.00	23,000.00	486.02	.00	16,078.25	6,921.75	70	14,381
500.102	Equipment	34,800.00	.00	34,800.00	.00	.00	2,543.79	32,256.21	7	14,531
500.103	Furniture	6,200.00	.00	6,200.00	.00	.00	2,591.08	3,608.92	42	1,341
500.105	Printing and Binding	500.00	.00	500.00	.00	.00	168.30	331.70	34	71
500.107	Technology Supplies	11,440.00	.00	11,440.00	604.89	.00	6,368.33	5,071.67	56	6,351
501.101	Uniforms and Clothing	34,500.00	.00	34,500.00	16,236.45	.00	26,521.88	7,978.12	77	6,181
515.121	Safety Supplies	9,000.00	.00	9,000.00	.00	.00	2,080.84	6,919.16	23	7,131
515.128	Medical Supplies	16,500.00	.00	16,500.00	2,559.20	.00	12,284.25	4,215.75	74	11,571
531.140	Haz Mat Supplies/Equipmnt	10,000.00	.00	10,000.00	872.34	.00	9,116.07	883.93	91	5,811
610.111	Communications- Landline	6,500.00	.00	6,500.00	637.03	.00	6,663.10	(163.10)	103	5,771
610.112	Postage	1,000.00	.00	1,000.00	8.73	.00	338.82	661.18	34	291
610.1110	Communications- Wireless	33,000.00	.00	33,000.00	2,402.08	.00	21,820.97	11,179.03	66	22,131
620.114	Advertising	750.00	.00	750.00	.00	.00	.00	750.00	0	
630.121	Fire Prevention Materials	9,000.00	.00	9,000.00	.00	.00	1,812.44	7,187.56	20	5,101
640.124	Travel Expense	5,156.00	.00	5,156.00	.00	.00	.00	5,156.00	0	1,451
650.127	Electricity	17,793.00	.00	17,793.00	899.72	.00	13,641.77	4,151.23	77	12,901
650.128	Water	4,862.00	.00	4,862.00	468.27	.00	4,110.34	751.66	85	3,721
650.129	Wastewater	3,337.00	.00	3,337.00	288.95	.00	2,785.95	551.05	83	2,381
650.130	Sanitation	1,116.00	.00	1,116.00	78.76	.00	787.60	328.40	71	781
650.133	Stormwater	1,849.00	.00	1,849.00	189.37	.00	1,871.02	(22.02)	101	1,551
650.134	Security Lights	1,812.00	.00	1,812.00	151.00	.00	1,486.60	325.40	82	1,511
650.1271	Electricity- Sales Tax	370.00	.00	370.00	28.16	.00	307.76	62.24	83	271
660.103	Emergency Preparedness	3,000.00	.00	3,000.00	.00	.00	1,551.39	1,448.61	52	21
660.105	COVID-19 Pandemic Expense	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	3,061
660.133	Repairs & Maint. Services	38,000.00	.00	38,000.00	242.75	.00	19,432.24	18,567.76	51	23,421
660.139	Fleet Services-RTA Mtce Allocation	30,000.00	.00	30,000.00	1,499.03	.00	30,808.06	(808.06)	103	28,761
660.145	Gasoline & Oil	40,000.00	.00	40,000.00	4,675.69	.00	26,484.50	13,515.50	66	28,541
660.1391	Fleet Services -Departmental Expense Allocation	11,095.00	.00	11,095.00	440.00	.00	11,072.08	22.92	100	17,071
660.1392	Fleet Svcs- Outside Vends	40,000.00	.00	40,000.00	99.95	.00	26,427.91	13,572.09	66	23,721
670.156	Equipment Rental/Lease	8,500.00	.00	8,500.00	593.44	.00	4,252.52	4,247.48	50	3,981
682.169	Laundry & Linen	2,000.00	.00	2,000.00	17.49	.00	450.50	1,549.50	23	241
685.180	Membership Dues and Fees	2,218.00	.00	2,218.00	42.39	.00	537.39	1,680.61	24	661
685.182	Other Operating Expenses	3,000.00	.00	3,000.00	225.60	.00	2,531.34	468.66	84	1,651
685.184	Continuing Education	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
685.186	Training	19,890.00	.00	19,890.00	159.55	.00	4,856.23	15,033.77	24	7,031

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 11 - Fire										
685.1801	Subscriptions	13,223.00	.00	13,223.00	648.72	.00	9,294.44	3,928.56	70	11,564
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	.00	.00	+++	248
686.187	Professional Services	.00	.00	.00	.00	.00	261.38	(261.38)	+++	
686.189	Employee Medical	13,800.00	.00	13,800.00	732.00	.00	11,140.00	2,660.00	81	8,977
686.195	Repair/Maint Svc Contract	69,936.00	.00	69,936.00	795.87	.00	45,726.14	24,209.86	65	32,400
686.1895	Employee wellness services	30,004.00	.00	30,004.00	2,112.43	.00	16,353.67	13,650.33	55	14,950
795.001	IT Internal Allocations	44,975.00	.00	44,975.00	8,739.14	.00	26,236.03	18,738.97	58	24,890
Department 11 - Fire Totals		\$3,376,075.00	\$0.00	\$3,376,075.00	\$110,117.46	\$0.00	\$2,419,645.52	\$956,429.48	72%	\$2,274,110
Department 12 - Public Works										
400.101	Regular Pay	465,355.00	.00	465,355.00	24,265.36	.00	370,568.80	94,786.20	80	384,920
401.103	Overtime	25,000.00	.00	25,000.00	3,904.62	.00	20,334.90	4,665.10	81	14,470
401.106	Contract Labor	17,500.00	.00	17,500.00	.00	.00	.00	17,500.00	0	
405.114	FICA	37,181.00	.00	37,181.00	2,031.80	.00	28,579.27	8,601.73	77	29,060
406.116	Retirement	90,204.00	.00	90,204.00	5,190.78	.00	71,581.18	18,622.82	79	67,510
408.125	SCMIT Worker's Comp Ins.	35,000.00	.00	35,000.00	1,407.11	.00	32,312.81	2,687.19	92	30,170
410.001	Health Claims Cost	87,104.00	.00	87,104.00	5,296.82	.00	51,630.47	35,473.53	59	57,510
410.002	Health Claim Costs-Retire	31,050.00	.00	31,050.00	2,568.06	.00	21,787.06	9,262.94	70	24,270
500.101	Supplies and Materials	12,000.00	.00	12,000.00	865.78	.00	5,699.73	6,300.27	47	12,720
500.102	Equipment	13,000.00	.00	13,000.00	496.07	.00	6,990.01	6,009.99	54	12,440
500.103	Furniture	1,000.00	.00	1,000.00	.00	.00	30.00	970.00	3	1,030
500.105	Printing and Binding	1,500.00	.00	1,500.00	(397.50)	.00	381.31	1,118.69	25	770
501.101	Uniforms and Clothing	16,000.00	.00	16,000.00	2,293.71	.00	10,681.86	5,318.14	67	11,270
513.112	Asphalt/Concrete/Gravel	17,500.00	.00	17,500.00	3,927.83	.00	13,684.08	3,815.92	78	15,490
515.121	Safety Supplies	2,750.00	.00	2,750.00	.00	1,587.06	3,346.41	(2,183.47)	179	5,260
610.111	Communications- Landline	3,500.00	.00	3,500.00	482.07	.00	3,459.17	40.83	99	3,310
610.112	Postage	700.00	.00	700.00	154.92	.00	420.74	279.26	60	320
610.1110	Communications- Wireless	5,000.00	.00	5,000.00	311.68	.00	2,700.68	2,299.32	54	2,400
620.114	Advertising	150.00	.00	150.00	38.85	.00	122.85	27.15	82	80
640.124	Travel Expense	1,500.00	.00	1,500.00	.00	.00	56.54	1,443.46	4	1,160
650.127	Electricity	1,782.00	.00	1,782.00	67.97	.00	852.69	929.31	48	1,260
650.128	Water	877.00	.00	877.00	85.57	.00	804.42	72.58	92	620
650.129	Wastewater	908.00	.00	908.00	87.67	.00	1,075.87	(167.87)	118	640
650.130	Sanitation	584.00	.00	584.00	38.03	.00	380.30	203.70	65	380
650.133	Stormwater	556.00	.00	556.00	54.02	.00	615.40	(59.40)	111	460
650.134	Security Lights	535.00	.00	535.00	44.54	.00	437.44	97.56	82	440
650.1271	Electricity- Sales Tax	90.00	.00	90.00	.13	.00	1.65	88.35	2	0
660.133	Repairs & Maint. Services	10,000.00	.00	10,000.00	1,003.60	.00	10,158.41	(158.41)	102	9,170
660.139	Fleet Services-RTA Mtce Allocation	15,000.00	.00	15,000.00	1,105.56	.00	21,080.46	(6,080.46)	141	24,310

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 12 - Public Works										
660.145	Gasoline & Oil	26,000.00	.00	26,000.00	4,874.66	.00	19,287.27	6,712.73	74	20,151
660.1391	Fleet Services -Departmental Expense Allocation	34,450.00	.00	34,450.00	806.25	.00	34,637.01	(187.01)	101	35,961
660.1392	Fleet Svcs- Outside Vends	5,000.00	.00	5,000.00	.00	.00	8,108.93	(3,108.93)	162	4,821
663.142	Street Sign Maintenance	12,000.00	.00	12,000.00	196.89	.00	6,981.64	5,018.36	58	8,511
663.148	Maintenance of Parks	.00	.00	.00	47.02	.00	550.48	(550.48)	+++	21,271
670.156	Equipment Rental/Lease	3,000.00	.00	3,000.00	510.50	.00	1,968.00	1,032.00	66	2,971
685.180	Membership Dues and Fees	600.00	.00	600.00	.00	.00	340.00	260.00	57	351
685.182	Other Operating Expenses	1,500.00	.00	1,500.00	99.95	.00	1,724.88	(224.88)	115	721
685.186	Training	2,000.00	.00	2,000.00	.00	.00	675.00	1,325.00	34	1,701
685.187	Special Projects	95,675.00	(95,675.00)	.00	.00	.00	.00	.00	+++	5,411
685.192	KGB Operations	.00	.00	.00	115.91	.00	1,608.69	(1,608.69)	+++	3,901
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	3,373.99	(3,373.99)	+++	1,221
685.1921	KGB grant expenses	.00	.00	.00	.00	.00	509.36	(509.36)	+++	2,561
686.187	Professional Services	7,000.00	.00	7,000.00	499.95	4,239.58	4,354.30	(1,593.88)	123	3,991
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	540.00	460.00	54	301
686.195	Repair/Maint Svc Contract	13,500.00	.00	13,500.00	6,447.67	.00	13,024.49	475.51	96	10,911
686.1895	Employee wellness services	13,996.00	.00	13,996.00	985.80	.00	7,631.69	6,364.31	55	6,961
687.203	Contract Services	.00	.00	.00	.00	.00	259.92	(259.92)	+++	13,181
687.204	Janitorial Services	2,458.00	.00	2,458.00	.00	.00	3,150.00	(692.00)	128	2,041
703.1001	Agent Fees	.00	.00	.00	.00	.00	700.00	(700.00)	+++	
795.001	IT Internal Allocations	14,992.00	.00	14,992.00	2,913.05	.00	8,745.34	6,246.66	58	8,291
Department 12 - Public Works Totals		\$1,126,497.00	(\$95,675.00)	\$1,030,822.00	\$72,822.70	\$5,826.64	\$797,945.50	\$227,049.86	78%	\$866,881
Department 13 - Information Technology										
400.101	Regular Pay	95,905.00	.00	95,905.00	5,538.10	.00	82,064.53	13,840.47	86	75,601
405.114	FICA	7,340.00	.00	7,340.00	404.33	.00	6,056.73	1,283.27	83	5,551
406.116	Retirement	17,800.00	.00	17,800.00	1,026.38	.00	15,179.20	2,620.80	85	13,671
408.125	SCMIT Worker's Comp Ins.	1,200.00	.00	1,200.00	50.10	.00	1,155.23	44.77	96	1,071
410.001	Health Claims Cost	9,959.00	.00	9,959.00	918.18	.00	9,032.32	926.68	91	7,681
500.101	Supplies and Materials	2,000.00	.00	2,000.00	103.53	.00	2,268.76	(268.76)	113	1,101
500.102	Equipment	2,500.00	.00	2,500.00	.00	.00	247.55	2,252.45	10	5,751
500.107	Technology Supplies	500.00	.00	500.00	.00	.00	191.43	308.57	38	251
610.111	Communications- Landline	500.00	.00	500.00	.00	.00	456.31	43.69	91	341
610.1110	Communications- Wireless	700.00	.00	700.00	46.31	.00	416.73	283.27	60	411
640.124	Travel Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	
650.127	Electricity	1,100.00	.00	1,100.00	71.34	.00	1,529.41	(429.41)	139	641
650.128	Water	209.00	.00	209.00	26.21	.00	185.12	23.88	89	141
650.129	Wastewater	250.00	.00	250.00	19.13	.00	191.77	58.23	77	161
650.130	Sanitation	400.00	.00	400.00	24.35	.00	243.50	156.50	61	241

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Budget Performance Report

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Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 13 - Information Technology										
650.133	Stormwater	1,562.00	.00	1,562.00	209.52	.00	1,903.68	(341.68)	122	1,338
650.134	Security Lights	540.00	.00	540.00	45.00	.00	447.66	92.34	83	450
650.1271	Electricity- Sales Tax	45.00	.00	45.00	2.15	.00	26.13	18.87	58	24
660.145	Gasoline & Oil	2,000.00	.00	2,000.00	110.25	.00	490.61	1,509.39	25	
685.180	Membership Dues and Fees	50.00	.00	50.00	.00	.00	45.00	5.00	90	
685.182	Other Operating Expenses	7,000.00	.00	7,000.00	564.21	.00	6,286.28	713.72	90	7,880
685.1801	Subscriptions	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	4,875
686.184	Technology Services	340,488.00	.00	340,488.00	15,655.69	24,517.60	160,667.44	155,302.96	54	116,790
686.194	Other Prof/Tech Services	.00	.00	.00	.00	.00	.00	.00	+++	80
686.195	Repair/Maint Svc Contract	250.00	.00	250.00	.00	.00	.00	250.00	0	
686.1895	Employee wellness services	998.00	.00	998.00	70.41	.00	545.10	452.90	55	490
795.001	IT Internal Allocations	(749,577.00)	.00	(749,577.00)	5,826.09	.00	(285,788.54)	(463,788.46)	38	(279,630)
900.3950	Computer Software	250,000.00	(52,435.00)	197,565.00	.00	174,310.00	70,065.00	(46,810.00)	124	
900.4100	Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	34,410
900.4300	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	5,430
Department 13 - Information Technology Totals		\$219.00	(\$52,435.00)	(\$52,216.00)	\$30,711.28	\$198,827.60	\$73,906.95	(\$324,950.55)	-522%	\$4,840
Department 14 - Fleet Services										
400.101	Regular Pay	164,559.00	.00	164,559.00	9,541.77	.00	140,953.10	23,605.90	86	126,950
401.103	Overtime	500.00	.00	500.00	.00	.00	6.45	493.55	1	
405.114	FICA	12,666.00	.00	12,666.00	696.92	.00	10,427.92	2,238.08	82	9,360
406.116	Retirement	30,728.00	.00	30,728.00	1,761.06	.00	25,953.88	4,774.12	84	22,170
408.125	SCMIT Worker's Comp Ins.	8,000.00	.00	8,000.00	350.73	.00	8,086.59	(86.59)	101	7,490
410.001	Health Claims Cost	24,536.00	.00	24,536.00	2,028.40	.00	19,960.88	4,575.12	81	17,580
410.002	Health Claim Costs-Retire	12,454.00	.00	12,454.00	1,392.02	.00	13,051.74	(597.74)	105	9,770
500.101	Supplies and Materials	5,600.00	.00	5,600.00	469.36	.00	1,600.41	3,999.59	29	2,610
500.102	Equipment	5,000.00	.00	5,000.00	.00	.00	2,045.26	2,954.74	41	2,380
500.105	Printing and Binding	600.00	.00	600.00	.00	.00	.00	600.00	0	330
501.101	Uniforms and Clothing	2,700.00	.00	2,700.00	197.76	.00	2,883.98	(183.98)	107	2,040
515.121	Safety Supplies	600.00	.00	600.00	.00	.00	389.09	210.91	65	1,300
610.111	Communications- Landline	2,000.00	.00	2,000.00	215.85	.00	1,408.95	591.05	70	1,680
610.112	Postage	50.00	.00	50.00	62.43	.00	62.43	(12.43)	125	
610.1110	Communications- Wireless	600.00	.00	600.00	41.31	.00	403.52	196.48	67	370
620.114	Advertising	100.00	.00	100.00	.00	.00	.00	100.00	0	
640.124	Travel Expense	300.00	.00	300.00	.00	.00	56.00	244.00	19	
650.127	Electricity	16,391.00	.00	16,391.00	554.15	.00	7,269.12	9,121.88	44	10,940
650.128	Water	877.00	.00	877.00	162.36	.00	881.21	(4.21)	100	620
650.129	Wastewater	908.00	.00	908.00	87.62	.00	1,075.82	(167.82)	118	640
650.130	Sanitation	523.00	.00	523.00	36.92	.00	369.20	153.80	71	360

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 14 - Fleet Services										
650.133	Stormwater	1,010.00	.00	1,010.00	98.51	.00	1,038.18	(28.18)	103	84%
650.134	Security Lights	511.00	.00	511.00	42.57	.00	410.26	100.74	80	42%
650.1271	Electricity- Sales Tax	561.00	.00	561.00	.02	.00	425.19	135.81	76	41%
660.133	Repairs & Maint. Services	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	65%
660.139	Fleet Services-RTA Mtce Allocation	6,000.00	.00	6,000.00	30.49	.00	2,205.13	3,794.87	37	9,13%
660.145	Gasoline & Oil	3,000.00	.00	3,000.00	399.86	.00	2,784.38	215.62	93	2,43%
660.1391	Fleet Services -Departmental Expense Allocation	1,745.00	.00	1,745.00	55.00	.00	605.00	1,140.00	35	2,57%
660.1392	Fleet Svcs- Outside Vends	1,500.00	.00	1,500.00	.00	.00	425.34	1,074.66	28	1,30%
662.140	Building Repairs	1,000.00	.00	1,000.00	195.12	.00	441.48	558.52	44	2%
685.182	Other Operating Expenses	58,484.00	(57,984.00)	500.00	.00	.00	191.79	308.21	38	45%
685.186	Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
686.189	Employee Medical	.00	.00	.00	.00	.00	60.00	(60.00)	+++	8%
686.195	Repair/Maint Svc Contract	10,700.00	.00	10,700.00	105.00	.00	7,026.00	3,674.00	66	7,97%
686.1895	Employee wellness services	1,995.00	.00	1,995.00	140.83	.00	1,090.25	904.75	55	99%
703.1001	Agent Fees	.00	.00	.00	.00	.00	1,155.00	(1,155.00)	+++	
735.122	Services Billed	(212,130.00)	.00	(212,130.00)	(5,971.25)	.00	(221,474.51)	9,344.51	104	(242,067)
795.001	IT Internal Allocations	14,992.00	.00	14,992.00	2,913.05	.00	8,745.31	6,246.69	58	8,29%
Department 14 - Fleet Services Totals		\$182,060.00	(\$57,984.00)	\$124,076.00	\$15,607.86	\$0.00	\$42,014.35	\$82,061.65	34%	\$10,23%
Department 20 - General Government										
401.106	Contract Labor	4,000.00	.00	4,000.00	.00	.00	1,250.00	2,750.00	31	1,08%
410.001	Health Claims Cost	.00	.00	.00	.00	.00	.00	.00	+++	92,94%
410.002	Health Claim Costs-Retire	20,087.00	.00	20,087.00	1,140.90	.00	19,227.68	859.32	96	12,38%
510.106	Cleaning & Sanitation Sup	3,000.00	.00	3,000.00	.00	.00	1,655.26	1,344.74	55	1,21%
515.124	Department Supplies	.00	.00	.00	.00	.00	.00	.00	+++	4%
600.110	SCMIRF Property/Liab Ins	250,368.00	.00	250,368.00	1,009.21	18,827.25	334,460.21	(102,919.46)	141	281,53%
600.111	Retirees Health Insurance	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	
600.112	Survivors Health Ins	6,500.00	.00	6,500.00	(725.26)	.00	5,962.62	537.38	92	4,52%
600.1051	Employee Wellness & Safety	23,100.00	.00	23,100.00	325.00	.00	10,499.52	12,600.48	45	14,37%
600.1052	Unemployment Insurance	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	
620.114	Advertising	200.00	.00	200.00	.00	.00	1,175.78	(975.78)	588	1,95%
640.124	Travel Expense	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
650.127	Electricity	2,494.00	.00	2,494.00	211.13	.00	2,417.61	76.39	97	1,80%
650.128	Water	282.00	.00	282.00	28.85	.00	250.91	31.09	89	37%
650.129	Wastewater	328.00	.00	328.00	40.52	.00	302.66	25.34	92	41%
650.133	Stormwater	1,649.00	.00	1,649.00	166.51	.00	1,665.10	(16.10)	101	1,38%
650.1271	Electricity- Sales Tax	218.00	.00	218.00	5.96	.00	79.23	138.77	36	11%
660.105	COVID-19 Pandemic Expense	.00	.00	.00	.00	.00	.00	.00	+++	77%
660.133	Repairs & Maint. Services	10,000.00	(10,000.00)	.00	.00	.00	1,546.95	(1,546.95)	+++	2,98%

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

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Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year
Fund 0010 - General Fund										
EXPENSE										
Department 20 - General Government										
685.180	Membership Dues and Fees	3,000.00	.00	3,000.00	.00	.00	3,071.86	(71.86)	102	2,980
685.181	City Hall Demolition/Rebuild Expenses	.00	.00	.00	8,625.00	.00	11,545.00	(11,545.00)	+++	
685.182	Other Operating Expenses	73,588.00	699,949.00	773,537.00	924.05	.00	168,059.97	605,477.03	22	104,440
685.186	Training	.00	.00	.00	1,844.87	.00	1,844.87	(1,844.87)	+++	
685.1822	City Hall - Temporary Locations	130,200.00	.00	130,200.00	8,652.00	.00	95,172.00	35,028.00	73	95,170
686.186	Legal Services	75,000.00	.00	75,000.00	4,024.00	31,260.42	95,678.00	(51,938.42)	169	76,550
686.187	Professional Services	14,500.00	.00	14,500.00	.00	.00	1,258.88	13,241.12	9	34,170
686.189	Employee Medical	.00	.00	.00	.00	.00	.00	.00	+++	500
686.190	Consulting Services	.00	.00	.00	.00	.00	5,200.00	(5,200.00)	+++	
686.192	Elections	10,500.00	.00	10,500.00	.00	.00	6,618.49	3,881.51	63	7,520
686.194	Other Prof/Tech Services	.00	.00	.00	.00	.00	1,500.00	(1,500.00)	+++	
686.195	Repair/Maint Svc Contract	2,200.00	.00	2,200.00	403.27	.00	2,734.38	(534.38)	124	1,490
686.196	Bank Charges/Fees	3,500.00	.00	3,500.00	355.23	.00	3,626.98	(126.98)	104	4,460
686.199	Internal Engineering	45,504.00	.00	45,504.00	.00	.00	28,786.65	16,717.35	63	31,910
686.1871	Audit Services	47,000.00	.00	47,000.00	9,500.00	(5,000.00)	52,000.00	.00	100	38,500
687.203	Contract Services	.00	.00	.00	10,988.27	52,327.57	27,284.88	(79,612.45)	+++	
687.204	Janitorial Services	10,874.00	.00	10,874.00	.00	.00	12,767.00	(1,893.00)	117	9,060
691.002	Clearing Expense Account	.00	.00	.00	16,434.85	.00	73,776.81	(73,776.81)	+++	
720.002	Unclaimed funds to the State	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	
795.995	GF Cost Distribution	(284,437.00)	.00	(284,437.00)	.00	.00	(213,327.72)	(71,109.28)	75	(267,438)
900.6000	Other Improvements	.00	.00	.00	.00	157,107.00	.00	(157,107.00)	+++	
Department 20 - General Government Totals		\$474,655.00	\$689,949.00	\$1,164,604.00	\$63,954.36	\$254,522.24	\$758,091.58	\$151,990.18	87%	\$557,280
Department 21 - Debt Service										
681.100	Capital Lease Principal	23,521.00	.00	23,521.00	.00	.00	23,520.00	1.00	100	38,420
681.120	Capital Lease Interest	4,162.00	.00	4,162.00	.00	.00	4,160.83	1.17	100	920
681.130	GO Bond Principal	.00	.00	.00	.00	.00	74,000.00	(74,000.00)	+++	
681.140	GO Bond Interest	.00	.00	.00	.00	.00	5,863.08	(5,863.08)	+++	
702.105	Interest on Bonds	.00	81,048.00	81,048.00	.00	.00	81,048.56	(.56)	100	
702.110	Bond Principal	.00	72,611.00	72,611.00	.00	.00	72,609.91	1.09	100	
Department 21 - Debt Service Totals		\$27,683.00	\$153,659.00	\$181,342.00	\$0.00	\$0.00	\$261,202.38	(\$79,860.38)	144%	\$39,340
Department 22 - Other Financing Uses										
750.127	Transfers to Waste Mgmt	.00	.00	.00	.00	.00	.00	.00	+++	5,630
750.128	Transfer to Electric Fund	.00	.00	.00	.00	.00	.00	.00	+++	106,940
750.134	Transfer to Storm Water	192,867.00	.00	192,867.00	.00	.00	.00	192,867.00	0	37,480
750.140	Transfer to Capital Projects Reserve Fund	1,182,753.00	.00	1,182,753.00	.00	.00	.00	1,182,753.00	0	575,880
750.141	Transfer to Water Utility	.00	.00	.00	.00	.00	.00	.00	+++	51,710
750.142	Transfer to Wastewater	.00	.00	.00	.00	.00	.00	.00	+++	1,620
Department 22 - Other Financing Uses Totals		\$1,375,620.00	\$0.00	\$1,375,620.00	\$0.00	\$0.00	\$0.00	\$1,375,620.00	0%	\$779,270

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

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Fiscal Year to Date 04/30/24

Exclude Rollup Accounts

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0010 - General Fund										
	EXPENSE TOTALS	\$13,550,155.00	\$649,150.00	\$14,199,305.00	\$837,801.71	\$485,503.13	\$9,426,346.48	\$4,287,455.39	70%	\$9,129,599.00
Fund 0010 - General Fund Totals										
	REVENUE TOTALS	13,529,655.00	711,585.00	14,241,240.00	769,270.41	.00	8,755,303.00	5,485,937.00	61%	7,621,144.00
	EXPENSE TOTALS	13,550,155.00	649,150.00	14,199,305.00	837,801.71	485,503.13	9,426,346.48	4,287,455.39	70%	9,129,599.00
Fund 0010 - General Fund Totals										
		(\$20,500.00)	\$62,435.00	\$41,935.00	(\$68,531.30)	(\$485,503.13)	(\$671,043.48)	\$1,198,481.61		(\$1,508,457.00)
Fund 0011 - Debt Service										
REVENUE										
Department 00 - Revenue										
311.002	Property Taxes -Debt Mill	180,000.00	.00	180,000.00	.00	.00	26,741.66	153,258.34	15%	180,429.00
Department 00 - Revenue Totals										
	REVENUE TOTALS	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$26,741.66	\$153,258.34	15%	\$180,429.00
EXPENSE										
Department 21 - Debt Service										
681.130	GO Bond Principal	85,113.00	.00	85,113.00	.00	.00	.00	85,113.00	0%	0.00
681.140	GO Bond Interest	46,248.00	.00	46,248.00	.00	.00	.00	46,248.00	0%	0.00
750.137	Trns from/to Fund Balance	48,639.00	.00	48,639.00	.00	.00	.00	48,639.00	0%	0.00
Department 21 - Debt Service Totals										
	EXPENSE TOTALS	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$0.00	\$180,000.00	0%	\$0.00
Fund 0011 - Debt Service Totals										
	REVENUE TOTALS	180,000.00	.00	180,000.00	.00	.00	26,741.66	153,258.34	15%	180,429.00
	EXPENSE TOTALS	180,000.00	.00	180,000.00	.00	.00	.00	180,000.00	0%	0.00
Fund 0011 - Debt Service Totals										
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,741.66	(\$26,741.66)		\$180,429.00
Fund 0012 - Capital Projects Reserve Fund										
REVENUE										
Department 00 - Revenue										
331.000	Federal Grants	144,604.00	.00	144,604.00	.00	.00	81,338.89	63,265.11	56%	24,330.00
331.010	Grant Revenue	595,412.00	(11,636.00)	583,776.00	.00	.00	163,365.84	420,410.16	28%	679,440.00
331.069	Match Revenue	33,636.00	.00	33,636.00	.00	.00	.00	33,636.00	0%	0.00
369.003	Insurance Proceeds	.00	.00	.00	17,434.00	.00	31,799.00	(31,799.00)	+++	0.00
392.004	From General Fund	1,182,753.00	.00	1,182,753.00	.00	.00	.00	1,182,753.00	0%	575,880.00
392.015	Transfer from Capital Projects Fund	464,872.00	.00	464,872.00	.00	.00	.00	464,872.00	0%	0.00
Department 00 - Revenue Totals										
	REVENUE TOTALS	\$2,421,277.00	(\$11,636.00)	\$2,409,641.00	\$17,434.00	\$0.00	\$276,503.73	\$2,133,137.27	11%	\$1,279,650.00
EXPENSE										
Department 26 - Special Projects										
900.903	Sidewalk Program	330,000.00	.00	330,000.00	.00	.00	.00	330,000.00	0%	0.00
900.1000	Infrastructure Improvemts	.00	.00	.00	44,512.75	135,419.75	82,817.05	(218,236.80)	+++	83,070.00
900.2000	Land	.00	.00	.00	.00	.00	271,206.76	(271,206.76)	+++	0.00

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Budget Performance Report

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Fiscal Year to Date 04/30/24

Exclude Rollup Accounts

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0012 - Capital Projects Reserve Fund										
EXPENSE										
Department 26 - Special Projects										
900.3000	Buildings & Improvements	1,175,000.00	22,865.00	1,197,865.00	10,276.29	168,539.22	1,130,814.08	(101,488.30)	108	178,051
900.3950	Computer Software	.00	.00	.00	.00	.00	15,500.00	(15,500.00)	+++	
900.4100	Vehicles	339,375.00	71,070.00	410,445.00	63,358.50	154,253.32	270,759.10	(14,567.42)	104	350,671
900.4200	Heavy Equipment	.00	.00	.00	.00	.00	.00	.00	+++	549,751
900.4300	Other Equipment	419,794.00	(43,136.00)	376,658.00	15,091.15	79,867.67	363,999.20	(67,208.87)	118	194,051
900.6000	Other Improvements	157,108.00	.00	157,108.00	.00	(23,069.79)	42,830.47	137,347.32	13	39,881
Department 26 - Special Projects Totals		\$2,421,277.00	\$50,799.00	\$2,472,076.00	\$133,238.69	\$515,010.17	\$2,177,926.66	(\$220,860.83)	109%	\$1,395,491
EXPENSE TOTALS		\$2,421,277.00	\$50,799.00	\$2,472,076.00	\$133,238.69	\$515,010.17	\$2,177,926.66	(\$220,860.83)	109%	\$1,395,491
Fund 0012 - Capital Projects Reserve Fund Totals										
REVENUE TOTALS		2,421,277.00	(11,636.00)	2,409,641.00	17,434.00	.00	276,503.73	2,133,137.27	11%	1,279,651
EXPENSE TOTALS		2,421,277.00	50,799.00	2,472,076.00	133,238.69	515,010.17	2,177,926.66	(220,860.83)	109%	1,395,491
Fund 0012 - Capital Projects Reserve Fund Totals		\$0.00	(\$62,435.00)	(\$62,435.00)	(\$115,804.69)	(\$515,010.17)	(\$1,901,422.93)	\$2,353,998.10		(\$115,845)
Fund 0013 - TIF District										
REVENUE										
302.006	TIF Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	44,501
Department 00 - Revenue										
302.006	TIF Proceeds	91,612.00	.00	91,612.00	.00	.00	.00	91,612.00	0	(6,263)
Department 00 - Revenue Totals		\$91,612.00	\$0.00	\$91,612.00	\$0.00	\$0.00	\$0.00	\$91,612.00	0%	(\$6,263)
REVENUE TOTALS		\$91,612.00	\$0.00	\$91,612.00	\$0.00	\$0.00	\$0.00	\$91,612.00	0%	\$38,241
EXPENSE										
750.137	Trns from/to Fund Balance	91,612.00	.00	91,612.00	.00	.00	.00	91,612.00	0	
EXPENSE TOTALS		\$91,612.00	\$0.00	\$91,612.00	\$0.00	\$0.00	\$0.00	\$91,612.00	0%	\$0.00
Fund 0013 - TIF District Totals										
REVENUE TOTALS		91,612.00	.00	91,612.00	.00	.00	.00	91,612.00	0%	38,241
EXPENSE TOTALS		91,612.00	.00	91,612.00	.00	.00	.00	91,612.00	0%	
Fund 0013 - TIF District Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$38,241
Fund 0014 - American Rescue Plan Act (ARP)										
REVENUE										
Department 00 - Revenue										
306.001	Investment Earnings	.00	.00	.00	10,720.10	.00	123,707.59	(123,707.59)	+++	90,121
331.011	American Rescue Plan (ARP) Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	2,176,071
Department 00 - Revenue Totals		\$0.00	\$0.00	\$0.00	\$10,720.10	\$0.00	\$123,707.59	(\$123,707.59)	+++	\$2,266,201
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$10,720.10	\$0.00	\$123,707.59	(\$123,707.59)	+++	\$2,266,201
EXPENSE										
687.203	Contract Services	.00	.00	.00	.00	(81,515.97)	.00	81,515.97	+++	3,711
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	(\$81,515.97)	\$0.00	\$81,515.97	+++	\$3,711

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Budget Performance Report

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Fiscal Year to Date 04/30/24
Exclude Rollup Accounts

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Fund 0014 - American Rescue Plan Act (ARP) Totals										
	REVENUE TOTALS	.00	.00	.00	10,720.10	.00	123,707.59	(123,707.59)	+++	2,266,201
	EXPENSE TOTALS	.00	.00	.00	.00	(81,515.97)	.00	81,515.97	+++	3,711
Fund 0014 - American Rescue Plan Act (ARP) Totals										
		\$0.00	\$0.00	\$0.00	\$10,720.10	\$81,515.97	\$123,707.59	(\$205,223.56)		\$2,262,481
Fund 0015 - Agency Fund										
REVENUE										
Department 00 - Revenue										
361.001	Investment Earnings	.00	.00	.00	165.97	.00	1,670.99	(1,670.99)	+++	1,061
Department 00 - Revenue Totals										
		\$0.00	\$0.00	\$0.00	\$165.97	\$0.00	\$1,670.99	(\$1,670.99)	+++	\$1,061
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$165.97	\$0.00	\$1,670.99	(\$1,670.99)	+++	\$1,061
Fund 0015 - Agency Fund Totals										
	REVENUE TOTALS	.00	.00	.00	165.97	.00	1,670.99	(1,670.99)	+++	1,061
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	
Fund 0015 - Agency Fund Totals										
		\$0.00	\$0.00	\$0.00	\$165.97	\$0.00	\$1,670.99	(\$1,670.99)		\$1,061
Fund 0017 - Federal Grants										
EXPENSE										
Department 69 - Federal Grants										
500.101	Supplies and Materials	.00	.00	.00	.00	.00	443.97	(443.97)	+++	1,981
Department 69 - Federal Grants Totals										
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$443.97	(\$443.97)	+++	\$1,981
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$443.97	(\$443.97)	+++	\$1,981
Fund 0017 - Federal Grants Totals										
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	
	EXPENSE TOTALS	.00	.00	.00	.00	.00	443.97	(443.97)	+++	1,981
Fund 0017 - Federal Grants Totals										
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$443.97)	\$443.97		(\$1,985)
Fund 0018 - State and Local Grants										
REVENUE										
Department 00 - Revenue										
332.000	State Grants	12,000.00	.00	12,000.00	.00	.00	.00	12,000.00	0	3,411
332.008	Other Local Grants	.00	.00	.00	2,271.05	.00	2,271.05	(2,271.05)	+++	4,171
Department 00 - Revenue Totals										
		\$12,000.00	\$0.00	\$12,000.00	\$2,271.05	\$0.00	\$2,271.05	\$9,728.95	19%	\$7,591
	REVENUE TOTALS	\$12,000.00	\$0.00	\$12,000.00	\$2,271.05	\$0.00	\$2,271.05	\$9,728.95	19%	\$7,591
EXPENSE										
Department 70 - State and Local Grants										
500.101	Supplies and Materials	8,000.00	.00	8,000.00	.00	.00	3,505.58	4,494.42	44	13,911
500.102	Equipment	4,000.00	.00	4,000.00	.00	.00	2,271.05	1,728.95	57	
Department 70 - State and Local Grants Totals										
		\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$5,776.63	\$6,223.37	48%	\$13,911
	EXPENSE TOTALS	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$5,776.63	\$6,223.37	48%	\$13,911

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0018 - State and Local Grants Totals										
	REVENUE TOTALS	12,000.00	.00	12,000.00	2,271.05	.00	2,271.05	9,728.95	19%	7,591.00
	EXPENSE TOTALS	12,000.00	.00	12,000.00	.00	.00	5,776.63	6,223.37	48%	13,911.00
Fund 0018 - State and Local Grants Totals										
		\$0.00	\$0.00	\$0.00	\$2,271.05	\$0.00	(\$3,505.58)	\$3,505.58		(\$6,319.00)
Fund 0020 - State Accommodations Tax										
REVENUE										
Department 00 - Revenue										
318.001	Accommodations Tax	160,000.00	.00	160,000.00	35,015.45	.00	128,950.82	31,049.18	81	110,000.00
361.001	Investment Earnings	500.00	.00	500.00	.00	.00	.00	500.00	0	
Department 00 - Revenue Totals										
	REVENUE TOTALS	\$160,500.00	\$0.00	\$160,500.00	\$35,015.45	\$0.00	\$128,950.82	\$31,549.18	80%	\$110,000.00
EXPENSE										
Department 33 - State Accommodations Tax										
620.114	Advertising	100.00	.00	100.00	.00	.00	84.00	16.00	84	84.00
683.173	Tourism Related	50,000.00	.00	50,000.00	12,620.00	.00	30,620.00	19,380.00	61	56,630.00
683.174	Tourism Advertise/Promote	40,000.00	.00	40,000.00	.00	.00	36,596.61	3,403.39	91	43,500.00
685.187	Special Projects	.00	.00	.00	.00	.00	.00	.00	+++	15,450.00
750.124	Transfers to General Fund	32,000.00	.00	32,000.00	1,750.77	.00	30,197.54	1,802.46	94	29,250.00
750.137	Trns from/to Fund Balance	38,400.00	.00	38,400.00	.00	.00	.00	38,400.00	0	
Department 33 - State Accommodations Tax Totals										
	EXPENSE TOTALS	\$160,500.00	\$0.00	\$160,500.00	\$14,370.77	\$0.00	\$97,498.15	\$63,001.85	61%	\$144,920.00
Fund 0020 - State Accommodations Tax Totals										
	REVENUE TOTALS	160,500.00	.00	160,500.00	35,015.45	.00	128,950.82	31,549.18	80%	110,000.00
	EXPENSE TOTALS	160,500.00	.00	160,500.00	14,370.77	.00	97,498.15	63,001.85	61%	144,920.00
Fund 0020 - State Accommodations Tax Totals										
		\$0.00	\$0.00	\$0.00	\$20,644.68	\$0.00	\$31,452.67	(\$31,452.67)		(\$34,917.00)
Fund 0022 - Local Hospitality/ATax										
REVENUE										
Department 00 - Revenue										
324.001	Hospitality Fee	935,000.00	.00	935,000.00	65,768.80	.00	938,544.79	(3,544.79)	100	679,050.00
324.002	Accommodation Fees	160,000.00	.00	160,000.00	16,383.50	.00	248,724.82	(88,724.82)	155	132,010.00
331.000	Federal Grants	250,000.00	.00	250,000.00	.00	.00	.00	250,000.00	0	
331.069	Match Revenue	251,933.00	.00	251,933.00	.00	.00	.00	251,933.00	0	
332.015	DBA State Grant	77,060.00	.00	77,060.00	.00	.00	52,147.18	24,912.82	68	56,040.00
361.001	Investment Earnings	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
369.002	Miscellaneous Revenue	.00	.00	.00	.00	.00	.00	.00	+++	2,600.00
394.002	Transfer from fund balance	667,520.00	80,000.00	747,520.00	.00	.00	.00	747,520.00	0	
Department 00 - Revenue Totals										
	REVENUE TOTALS	\$2,344,513.00	\$80,000.00	\$2,424,513.00	\$82,152.30	\$0.00	\$1,239,416.79	\$1,185,096.21	51%	\$869,711.00

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0022 - Local Hospitality/ATax										
EXPENSE										
Department 08 - Winyah Auditorium										
650.127	Electricity	9,000.00	.00	9,000.00	253.12	.00	7,064.35	1,935.65	78	6,811
685.182	Other Operating Expenses	26,000.00	.00	26,000.00	.00	.00	26,000.00	.00	100	
Department 08 - Winyah Auditorium Totals		\$35,000.00	\$0.00	\$35,000.00	\$253.12	\$0.00	\$33,064.35	\$1,935.65	94%	\$6,811
Department 23 - Accommodation Taxes (ATAX)										
400.101	Regular Pay	129,022.00	.00	129,022.00	37,947.68	.00	78,425.79	50,596.21	61	39,371
401.103	Overtime	44,150.00	.00	44,150.00	26,730.85	.00	65,558.80	(21,408.80)	148	9,321
405.114	FICA	13,248.00	.00	13,248.00	4,665.58	.00	10,539.34	2,708.66	80	3,581
406.116	Retirement	35,911.00	.00	35,911.00	13,026.05	.00	21,798.01	14,112.99	61	7,981
410.001	Health Claims Cost	3,615.00	.00	3,615.00	10,655.11	.00	13,269.61	(9,654.61)	367	2,901
620.114	Advertising	150.00	.00	150.00	.00	.00	.00	150.00	0	
681.100	Capital Lease Principal	12,992.00	.00	12,992.00	.00	.00	12,992.00	.00	100	
681.120	Capital Lease Interest	2,298.00	.00	2,298.00	.00	.00	2,298.37	(.37)	100	
685.182	Other Operating Expenses	.00	.00	.00	924.86	.00	15,913.42	(15,913.42)	+++	214
685.1871	Way-finding project	.00	.00	.00	.00	.00	.00	.00	+++	111
750.124	Transfers to General Fund	125,000.00	.00	125,000.00	.00	.00	93,749.67	31,250.33	75	104,161
Department 23 - Accommodation Taxes (ATAX) Totals		\$366,386.00	\$0.00	\$366,386.00	\$93,950.13	\$0.00	\$314,545.01	\$51,840.99	86%	\$167,671
Department 24 - Hospitality Taxes (HTAX)										
401.103	Overtime	.00	.00	.00	.00	.00	.00	.00	+++	13,281
620.1141	Advertising- Other	.00	.00	.00	111.00	.00	195.00	(195.00)	+++	161
683.174	Tourism Advertise/Promote	194,000.00	70,000.00	264,000.00	49,372.83	.00	167,876.88	96,123.12	64	106,521
685.182	Other Operating Expenses	98,100.00	.00	98,100.00	8,966.08	14,460.32	63,258.79	20,380.89	79	17,571
685.187	Special Projects	114,700.00	.00	114,700.00	303.10	1,677.23	83,616.32	29,406.45	74	96,511
685.1871	Way-finding project	50,000.00	.00	50,000.00	1,427.42	.00	37,373.43	12,626.57	75	4,251
686.191	Contract Services/Studies	25,000.00	.00	25,000.00	.00	18,053.00	.00	6,947.00	72	
686.195	Repair/Maint Svc Contract	56,000.00	.00	56,000.00	2,242.90	.00	19,076.90	36,923.10	34	38,161
687.204	Janitorial Services	65,000.00	.00	65,000.00	115.00	.00	41,554.74	23,445.26	64	50,041
900.905	Park Improvements	362,500.00	(85,017.00)	277,483.00	.00	198,030.93	54,595.97	24,856.10	91	43,321
900.1000	Infrastructure Improvemnts	360,933.00	.00	360,933.00	.00	(1,130.00)	1,130.00	360,933.00	0	3,041
900.2000	Land	145,000.00	.00	145,000.00	.00	3,500.00	136,387.79	5,112.21	96	
900.3000	Buildings & Improvements	24,000.00	15,017.00	39,017.00	.00	(79,560.79)	118,577.24	.55	100	
900.4100	Vehicles	53,125.00	.00	53,125.00	1,351.50	10,930.35	38,839.90	3,354.75	94	
900.4300	Other Equipment	69,000.00	.00	69,000.00	.00	25,968.00	11,010.34	32,021.66	54	82,821
900.6000	Other Improvements	.00	80,000.00	80,000.00	.00	.00	94,947.56	(14,947.56)	119	18,061
Department 24 - Hospitality Taxes (HTAX) Totals		\$1,617,358.00	\$80,000.00	\$1,697,358.00	\$63,889.83	\$191,929.04	\$868,440.86	\$636,988.10	62%	\$473,811
Department 29 - Kaminski House										
600.110	SCMIRF Property/Liab Ins	23,520.00	.00	23,520.00	.00	.00	26,793.17	(3,273.17)	114	21,171
650.127	Electricity	3,326.00	.00	3,326.00	163.09	.00	2,416.27	909.73	73	2,191
650.133	Stormwater	1,806.00	.00	1,806.00	104.33	.00	1,346.02	459.98	75	1,511

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0022 - Local Hospitality/ATax										
EXPENSE										
Department 29 - Kaminski House										
650.1271	Electricity- Sales Tax	117.00	.00	117.00	4.04	.00	70.78	46.22	60	74
685.182	Other Operating Expenses	.00	.00	.00	.00	.00	70.00	(70.00)	+++	70
687.203	Contract Services	297,000.00	.00	297,000.00	47,500.00	.00	190,000.00	107,000.00	64	176,341
Department 29 - Kaminski House Totals		\$325,769.00	\$0.00	\$325,769.00	\$47,771.46	\$0.00	\$220,696.24	\$105,072.76	68%	\$201,381
EXPENSE TOTALS		\$2,344,513.00	\$80,000.00	\$2,424,513.00	\$205,864.54	\$191,929.04	\$1,436,746.46	\$795,837.50	67%	\$849,681
Fund 0022 - Local Hospitality/ATax Totals										
REVENUE TOTALS		2,344,513.00	80,000.00	2,424,513.00	82,152.30	.00	1,239,416.79	1,185,096.21	51%	869,711
EXPENSE TOTALS		2,344,513.00	80,000.00	2,424,513.00	205,864.54	191,929.04	1,436,746.46	795,837.50	67%	849,681
Fund 0022 - Local Hospitality/ATax Totals		\$0.00	\$0.00	\$0.00	(\$123,712.24)	(\$191,929.04)	(\$197,329.67)	\$389,258.71		\$20,031
Fund 0030 - Electric Utility Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	13,635,876.00	.00	13,635,876.00	838,391.46	.00	9,876,894.16	3,758,981.84	72	8,528,251
301.001	Revenue from Energy Efficiency Program	30,000.00	.00	30,000.00	1,328.31	.00	14,448.90	15,551.10	48	17,981
301.002	New Turn Ons	4,500.00	.00	4,500.00	390.00	.00	3,485.00	1,015.00	77	3,811
301.004	Security Lights	290,000.00	.00	290,000.00	24,039.00	.00	240,690.22	49,309.78	83	244,121
301.012	Restores	70,000.00	.00	70,000.00	11,550.00	.00	78,449.17	(8,449.17)	112	62,491
302.001	Penalties	120,000.00	.00	120,000.00	16,778.79	.00	140,174.93	(20,174.93)	117	110,821
302.002	Pole Rental	250,000.00	.00	250,000.00	.00	.00	195,162.00	54,838.00	78	195,161
302.005	Santee Cooper Settlement	.00	.00	.00	.00	.00	.00	.00	+++	519,381
306.001	Investment Earnings	30,000.00	.00	30,000.00	28,388.42	.00	269,496.41	(239,496.41)	898	159,441
307.002	Sale Of Scrap	500.00	.00	500.00	.00	.00	.00	500.00	0	971
335.004	Fema Recovery	.00	.00	.00	.00	.00	84,415.67	(84,415.67)	+++	
369.002	Miscellaneous Revenue	3,000.00	.00	3,000.00	.00	.00	4,219.11	(1,219.11)	141	481
369.003	Insurance Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	1,001
371.000	Budget Balancing Account	(821,557.00)	.00	(821,557.00)	.00	.00	.00	(821,557.00)	0	
391.001	Sale of Assets	.00	.00	.00	.00	.00	28,801.00	(28,801.00)	+++	
394.002	Transfer from fund balance	519,386.00	766,548.00	1,285,934.00	.00	.00	.00	1,285,934.00	0	
395.001	Transfer from General Fund	.00	.00	.00	.00	.00	.00	.00	+++	106,941
Department 00 - Revenue Totals		\$14,131,705.00	\$766,548.00	\$14,898,253.00	\$920,865.98	\$0.00	\$10,936,236.57	\$3,962,016.43	73%	\$9,950,861
REVENUE TOTALS		\$14,131,705.00	\$766,548.00	\$14,898,253.00	\$920,865.98	\$0.00	\$10,936,236.57	\$3,962,016.43	73%	\$9,950,861
EXPENSE										
Department 19 - Electric										
400.101	Regular Pay	946,840.00	.00	946,840.00	46,458.72	.00	659,274.50	287,565.50	70	583,621
401.103	Overtime	17,000.00	.00	17,000.00	1,110.96	.00	15,046.04	1,953.96	89	16,651
401.105	On-call pay	12,000.00	.00	12,000.00	800.00	.00	8,800.00	3,200.00	73	8,801
401.106	Contract Labor	665,000.00	.00	665,000.00	98,559.10	40,295.83	588,730.20	35,973.97	95	467,791

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0030 - Electric Utility Fund										
EXPENSE										
Department 19 - Electric										
401.107	Labor Billed	.00	.00	.00	.00	.00	(1,073.04)	1,073.04	+++	(1,917
405.114	FICA	77,714.00	.00	77,714.00	3,524.15	.00	50,137.13	27,576.87	65	44,461
406.116	Retirement	188,543.00	.00	188,543.00	8,902.37	.00	125,682.53	62,860.47	67	105,211
408.125	SCMIT Worker's Comp Ins.	77,000.00	.00	77,000.00	4,662.27	.00	82,536.07	(5,536.07)	107	74,581
410.001	Health Claims Cost	104,386.00	.00	104,386.00	6,820.36	.00	75,966.18	28,419.82	73	65,291
410.002	Health Claim Costs-Retire	36,994.00	.00	36,994.00	3,238.60	.00	32,504.69	4,489.31	88	28,901
500.101	Supplies and Materials	14,300.00	.00	14,300.00	2,176.81	.00	9,713.59	4,586.41	68	11,041
500.102	Equipment	7,500.00	.00	7,500.00	1,893.14	.00	5,203.62	2,296.38	69	2,701
500.103	Furniture	1,800.00	.00	1,800.00	.00	.00	.00	1,800.00	0	
500.105	Printing and Binding	600.00	.00	600.00	.00	.00	.00	600.00	0	
501.101	Uniforms and Clothing	15,900.00	.00	15,900.00	1,559.23	.00	10,543.73	5,356.27	66	7,401
514.114	Wire Expense	35,000.00	.00	35,000.00	1,928.88	.00	7,578.00	27,422.00	22	67,741
514.115	Christmas Decorations	23,350.00	.00	23,350.00	.00	.00	12,056.74	11,293.26	52	8,721
514.116	Pole Line Hardware	12,000.00	.00	12,000.00	2,241.27	.00	15,502.62	(3,502.62)	129	11,621
514.117	Poles & Crossarms	15,000.00	.00	15,000.00	794.39	.00	8,073.98	6,926.02	54	6,641
514.118	Fuel for Peak Shaving Generation	125,000.00	.00	125,000.00	23,943.60	.00	93,573.19	31,426.81	75	90,641
515.121	Safety Supplies	300.00	.00	300.00	.00	.00	.00	300.00	0	891
515.123	Special Dept Supplies	16,000.00	.00	16,000.00	506.67	.00	9,912.35	6,087.65	62	13,181
521.128	Meter Supplies	35,000.00	.00	35,000.00	14,416.58	.00	61,047.16	(26,047.16)	174	38,031
523.133	Street Light Supplies	4,000.00	.00	4,000.00	67.84	.00	4,075.76	(75.76)	102	11,801
531.143	Security Lights	32,000.00	.00	32,000.00	1,850.37	.00	19,362.03	12,637.97	61	30,291
531.145	Transformer Supplies	80,000.00	.00	80,000.00	13,145.06	.00	101,598.52	(21,598.52)	127	19,941
540.150	Power Purchases	7,540,000.00	.00	7,540,000.00	465,238.53	.00	5,973,619.74	1,566,380.26	79	5,774,571
540.153	Energy Efficiency Program	50,000.00	.00	50,000.00	1,157.81	.00	12,459.96	37,540.04	25	19,361
541.001	Santee Cooper Settlement Expenses	519,386.00	.00	519,386.00	670.96	.00	670.96	518,715.04	0	
600.110	SCMIRF Property/Liab Ins	101,952.00	.00	101,952.00	.00	.00	116,140.16	(14,188.16)	114	91,771
610.111	Communications- Landline	5,500.00	.00	5,500.00	566.08	.00	5,022.14	477.86	91	4,771
610.112	Postage	6,000.00	.00	6,000.00	.00	.00	6,421.18	(421.18)	107	6,121
610.1110	Communications- Wireless	10,000.00	.00	10,000.00	857.64	.00	7,715.86	2,284.14	77	7,181
620.114	Advertising	600.00	.00	600.00	55.50	.00	139.50	460.50	23	151
640.124	Travel Expense	12,100.00	.00	12,100.00	1,688.62	.00	2,313.80	9,786.20	19	2,161
650.127	Electricity	24,709.00	.00	24,709.00	4,625.90	.00	26,175.48	(1,466.48)	106	20,641
650.128	Water	2,613.00	.00	2,613.00	227.12	.00	2,486.00	127.00	95	1,881
650.129	Wastewater	2,753.00	.00	2,753.00	223.97	.00	2,441.35	311.65	89	1,931
650.130	Sanitation	2,389.00	.00	2,389.00	168.66	.00	1,686.60	702.40	71	1,681
650.133	Stormwater	1,960.00	.00	1,960.00	288.17	.00	2,727.10	(767.10)	139	1,641
650.134	Security Lights	10,188.00	.00	10,188.00	849.00	.00	8,443.24	1,744.76	83	8,491
650.1271	Electricity- Sales Tax	470.00	.00	470.00	184.18	.00	540.66	(70.66)	115	401

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0030 - Electric Utility Fund										
EXPENSE										
Department 19 - Electric										
660.133	Repairs & Maint. Services	6,000.00	.00	6,000.00	9.73	.00	884.90	5,115.10	15	50:
660.139	Fleet Services-RTA Mtce Allocation	10,000.00	.00	10,000.00	1,482.93	.00	9,755.33	244.67	98	10,84:
660.140	Hydraulic Repair	12,000.00	.00	12,000.00	.00	.00	8,375.28	3,624.72	70	44:
660.145	Gasoline & Oil	32,000.00	.00	32,000.00	4,763.24	.00	21,860.44	10,139.56	68	25,10:
660.1391	Fleet Services -Departmental Expense Allocation	19,919.00	.00	19,919.00	293.75	.00	19,484.54	434.46	98	21,51:
660.1392	Fleet Svcs- Outside Vends	10,000.00	.00	10,000.00	.00	.00	1,150.60	8,849.40	12	14,65:
662.140	Building Repairs	500.00	.00	500.00	.00	.00	.00	500.00	0	
662.141	Department Repairs	123,809.00	.00	123,809.00	1,580.81	.00	110,871.75	12,937.25	90	18,62:
663.145	Sub-Station Maintenance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
663.146	Transformers Repairs	8,000.00	.00	8,000.00	.00	.00	295.36	7,704.64	4	7:
664.101	Community Education	1,000.00	.00	1,000.00	428.51	.00	1,237.02	(237.02)	124	40:
670.155	Building Rental	20,000.00	.00	20,000.00	.00	.00	15,377.67	4,622.33	77	
670.156	Equipment Rental/Lease	3,800.00	.00	3,800.00	2,155.48	.00	4,005.43	(205.43)	105	3,34:
681.100	Capital Lease Principal	34,347.00	.00	34,347.00	.00	.00	34,346.67	.33	100	
681.120	Capital Lease Interest	6,077.00	.00	6,077.00	.00	.00	6,076.14	.86	100	
682.170	Infrared Test	850.00	.00	850.00	.00	.00	.00	850.00	0	73:
682.171	Safety Testing/Compliance	3,500.00	.00	3,500.00	.00	.00	1,999.25	1,500.75	57	2,64:
682.173	Tree Crew Maintenance	12,000.00	.00	12,000.00	764.21	.00	12,002.70	(2.70)	100	5,49:
685.180	Membership Dues and Fees	27,219.00	.00	27,219.00	13,220.03	.00	30,260.83	(3,041.83)	111	9,98:
685.182	Other Operating Expenses	50,000.00	766,548.00	816,548.00	7,273.13	.00	25,590.43	790,957.57	3	6,35:
685.183	Depreciation	858,534.00	.00	858,534.00	.00	.00	521,150.30	337,383.70	61	604,47:
685.186	Training	19,950.00	(7,000.00)	12,950.00	.00	.00	6,405.00	6,545.00	49	10,78:
685.190	Landfill Fees	8,000.00	.00	8,000.00	601.85	.00	6,704.65	1,295.35	84	6,79:
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	.00	.00	+++	34,25:
686.186	Legal Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	
686.187	Professional Services	10,200.00	7,000.00	17,200.00	633.45	11,311.58	5,322.39	566.03	97	35,38:
686.188	Architect/Engineer Svcs	50,000.00	.00	50,000.00	7,801.51	.00	42,858.48	7,141.52	86	83,17:
686.189	Employee Medical	.00	.00	.00	.00	.00	220.00	(220.00)	+++	27:
686.191	Contract Services/Studies	2,400.00	.00	2,400.00	284.90	11,371.03	9,740.49	(18,711.52)	880	1,91:
686.195	Repair/Maint Svc Contract	23,700.00	.00	23,700.00	930.76	.00	16,129.03	7,570.97	68	20,09:
686.196	Bank Charges/Fees	19,500.00	.00	19,500.00	1,634.06	.00	16,684.14	2,815.86	86	20,54:
686.199	Internal Engineering	22,753.00	.00	22,753.00	.00	.00	14,393.34	8,359.66	63	15,95:
686.1895	Employee wellness services	13,996.00	.00	13,996.00	985.80	.00	7,631.69	6,364.31	55	6,96:
687.202	Utility Billing Services	50,000.00	.00	50,000.00	956.14	.00	39,061.55	10,938.45	78	38,53:
687.204	Janitorial Services	2,495.00	.00	2,495.00	.00	.00	2,090.00	405.00	84	2,07:
689.800	Equipment Charges	.00	.00	.00	.00	.00	.00	.00	+++	(1,369
702.105	Interest on Bonds	54,755.00	55,052.00	109,807.00	.00	.00	55,051.77	54,755.23	50	
702.110	Bond Principal	719,539.00	(55,052.00)	664,487.00	.00	.00	49,319.87	615,167.13	7	

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year
Fund 0030 - Electric Utility Fund										
EXPENSE										
Department 19 - Electric										
703.1001	Agent Fees	.00	.00	.00	.00	.00	3,760.00	(3,760.00)	+++	
720.001	Provision for Bad Debts	40,000.00	.00	40,000.00	3,333.33	.00	33,333.30	6,666.70	83	33,333.30
750.124	Transfers to General Fund	819,987.00	.00	819,987.00	.00	.00	614,990.25	204,996.75	75	608,850.00
750.142	Transfer to Wastewater	89,605.00	.00	89,605.00	.00	.00	.00	89,605.00	0	
795.001	IT Internal Allocations	187,394.00	.00	187,394.00	36,413.08	.00	109,316.74	78,077.26	58	103,710.00
795.995	GF Cost Distribution	505,966.00	.00	505,966.00	.00	.00	379,474.47	126,491.53	75	385,790.00
900.3000	Buildings & Improvements	.00	.00	.00	2,500.00	25,000.00	4,647.26	(29,647.26)	+++	96,690.00
900.3100	Electric Distribution	2,045,000.00	.00	2,045,000.00	181,618.55	353,578.98	462,059.90	1,229,361.12	40	49,510.00
900.4100	Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	26,630.00
900.4300	Other Equipment	61,250.00	.00	61,250.00	15,360.00	11,128.34	15,360.00	34,761.66	43	
900.6000	Other Improvements	.00	.00	.00	.00	(11,840.85)	17,759.72	(5,918.87)	+++	
7999.9999	Principal Reclassified	(615,167.00)	.00	(615,167.00)	.00	.00	(49,319.87)	(565,847.13)	8	
9999.9999	Assets Reclassified	(2,106,250.00)	.00	(2,106,250.00)	.00	.00	(119,259.17)	(1,986,990.83)	6	(172,843.00)
Department 19 - Electric Totals		\$14,106,475.00	\$766,548.00	\$14,873,023.00	\$1,000,427.76	\$440,844.91	\$10,733,308.96	\$3,698,869.13	75%	\$9,789,240.00
Department 36 - Fiber Optics										
662.141	Department Repairs	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	
685.183	Depreciation	230.00	.00	230.00	.00	.00	152.84	77.16	66	19,000.00
Department 36 - Fiber Optics Totals		\$25,230.00	\$0.00	\$25,230.00	\$0.00	\$0.00	\$152.84	\$25,077.16	1%	\$19,000.00
EXPENSE TOTALS		\$14,131,705.00	\$766,548.00	\$14,898,253.00	\$1,000,427.76	\$440,844.91	\$10,733,461.80	\$3,723,946.29	75%	\$9,789,440.00
Fund 0030 - Electric Utility Fund Totals										
REVENUE TOTALS		14,131,705.00	766,548.00	14,898,253.00	920,865.98	.00	10,936,236.57	3,962,016.43	73%	9,950,860.00
EXPENSE TOTALS		14,131,705.00	766,548.00	14,898,253.00	1,000,427.76	440,844.91	10,733,461.80	3,723,946.29	75%	9,789,440.00
Fund 0030 - Electric Utility Fund Totals		\$0.00	\$0.00	\$0.00	(\$79,561.78)	(\$440,844.91)	\$202,774.77	\$238,070.14		\$161,420.00
Fund 0031 - Water Utility Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	4,143,439.00	.00	4,143,439.00	362,736.14	.00	3,029,511.69	1,113,927.31	73	2,672,640.00
301.002	New Turn Ons	3,500.00	.00	3,500.00	330.00	.00	2,655.00	845.00	76	2,540.00
301.006	Sale Of Raw Water	13,000.00	.00	13,000.00	683.86	.00	10,389.07	2,610.93	80	11,550.00
301.009	New Service Taps	25,000.00	.00	25,000.00	3,000.00	.00	19,650.00	5,350.00	79	21,270.00
301.013	Meter Installation	12,000.00	.00	12,000.00	900.00	.00	6,150.00	5,850.00	51	10,350.00
302.001	Penalties	26,000.00	.00	26,000.00	4,419.03	.00	45,501.87	(19,501.87)	175	34,220.00
306.001	Investment Earnings	.00	.00	.00	5,547.39	.00	50,696.41	(50,696.41)	+++	33,130.00
324.007	Fees- Services	.00	.00	.00	11,400.00	.00	11,400.00	(11,400.00)	+++	
324.020	Water Impact Fee	19,000.00	.00	19,000.00	4,750.00	.00	26,990.00	(7,990.00)	142	41,800.00
331.000	Federal Grants	.00	.00	.00	145,585.00	.00	359,034.00	(359,034.00)	+++	
369.002	Miscellaneous Revenue	5,000.00	.00	5,000.00	315.00	.00	58,230.06	(53,230.06)	1165	6,160.00

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Budget Performance Report

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Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0031 - Water Utility Fund										
REVENUE										
Department 00 - Revenue										
371.000	Budget Balancing Account	(227,301.00)	.00	(227,301.00)	.00	.00	.00	(227,301.00)	0	
391.001	Sale of Assets	.00	.00	.00	.00	.00	2,380.00	(2,380.00)	+++	
395.001	Transfer from General Fund	.00	.00	.00	.00	.00	.00	.00	+++	51,711
Department 00 - Revenue Totals		\$4,019,638.00	\$0.00	\$4,019,638.00	\$539,666.42	\$0.00	\$3,622,588.10	\$397,049.90	90%	\$2,885,411
REVENUE TOTALS		\$4,019,638.00	\$0.00	\$4,019,638.00	\$539,666.42	\$0.00	\$3,622,588.10	\$397,049.90	90%	\$2,885,411
EXPENSE										
Department 15 - Water Distribution										
400.101	Regular Pay	178,397.00	.00	178,397.00	8,067.16	.00	95,576.75	82,820.25	54	144,431
401.103	Overtime	17,000.00	.00	17,000.00	175.91	.00	9,098.34	7,901.66	54	18,991
401.105	On-call pay	5,200.00	.00	5,200.00	400.00	.00	1,200.00	4,000.00	23	4,400
405.114	FICA	15,348.00	.00	15,348.00	625.49	.00	7,817.74	7,530.26	51	12,191
406.116	Retirement	37,231.00	.00	37,231.00	1,597.21	.00	19,421.44	17,809.56	52	29,031
408.125	SCMIT Worker's Comp Ins.	18,500.00	.00	18,500.00	693.12	.00	15,096.03	3,403.97	82	14,811
410.001	Health Claims Cost	23,110.00	.00	23,110.00	2,197.04	.00	16,510.96	6,599.04	71	15,381
410.002	Health Claim Costs-Retire	1,145.00	.00	1,145.00	24.12	.00	1,115.68	29.32	97	(662)
500.101	Supplies and Materials	3,500.00	.00	3,500.00	88.44	.00	3,382.80	117.20	97	2,581
500.102	Equipment	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	1,681
501.101	Uniforms and Clothing	4,400.00	.00	4,400.00	67.60	.00	979.67	3,420.33	22	2,351
513.112	Asphalt/Concrete/Gravel	51,000.00	.00	51,000.00	.00	7,158.47	2,841.53	41,000.00	20	22,551
514.110	Water Dist System Supply	70,000.00	.00	70,000.00	7,217.41	.00	54,917.69	15,082.31	78	65,301
515.129	Permit Fees Due To Others	1,000.00	.00	1,000.00	100.00	.00	739.54	260.46	74	721
523.136	Hydrant Replacement	10,000.00	.00	10,000.00	.00	.00	136.74	9,863.26	1	(1,838)
532.148	Small Hand Tools	300.00	.00	300.00	.00	.00	209.86	90.14	70	151
600.110	SCMIRF Property/Liab Ins	54,048.00	.00	54,048.00	.00	.00	61,569.59	(7,521.59)	114	48,651
610.112	Postage	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	41
610.1110	Communications- Wireless	2,040.00	.00	2,040.00	79.32	.00	713.82	1,326.18	35	751
620.114	Advertising	600.00	.00	600.00	.00	.00	111.00	489.00	18	211
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	
650.127	Electricity	9,978.00	.00	9,978.00	826.44	.00	8,031.66	1,946.34	80	6,891
650.128	Water	37,706.00	.00	37,706.00	4,688.61	.00	32,452.65	5,253.35	86	25,411
650.129	Wastewater	12,788.00	.00	12,788.00	1,658.17	.00	10,733.55	2,054.45	84	8,611
650.130	Sanitation	793.00	.00	793.00	55.96	.00	559.60	233.40	71	551
650.133	Stormwater	5,671.00	.00	5,671.00	3,723.22	.00	24,384.46	(18,713.46)	430	4,771
650.1271	Electricity- Sales Tax	279.00	.00	279.00	27.78	.00	292.96	(13.96)	105	241
660.133	Repairs & Maint. Services	23,000.00	.00	23,000.00	.00	.00	.00	23,000.00	0	24,481
660.139	Fleet Services-RTA Mtce Allocation	7,500.00	.00	7,500.00	2,203.62	.00	3,229.75	4,270.25	43	5,631
660.145	Gasoline & Oil	10,000.00	.00	10,000.00	1,146.20	.00	4,476.44	5,523.56	45	6,461
660.1391	Fleet Services -Departmental Expense Allocation	4,709.00	.00	4,709.00	390.00	.00	6,330.76	(1,621.76)	134	7,771

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Budget Performance Report

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Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0031 - Water Utility Fund										
EXPENSE										
Department 15 - Water Distribution										
660.1392	Fleet Svcs- Outside Vends	3,500.00	.00	3,500.00	2,260.29	.00	2,260.29	1,239.71	65	3,401
670.156	Equipment Rental/Lease	500.00	.00	500.00	.00	.00	.00	500.00	0	
685.180	Membership Dues and Fees	200.00	.00	200.00	.00	.00	135.00	65.00	68	
685.182	Other Operating Expenses	1,500.00	.00	1,500.00	58.87	.00	941.45	558.55	63	4,991
685.183	Depreciation	515,598.00	.00	515,598.00	.00	.00	309,021.00	206,577.00	60	382,561
685.186	Training	1,100.00	.00	1,100.00	.00	.00	87.29	1,012.71	8	761
686.187	Professional Services	3,700.00	.00	3,700.00	166.80	1,414.46	1,626.92	658.62	82	1,721
686.189	Employee Medical	1,500.00	.00	1,500.00	.00	.00	450.00	1,050.00	30	
686.191	Contract Services/Studies	252,000.00	.00	252,000.00	8,073.16	29,007.34	78,846.93	144,145.73	43	8,001
686.196	Bank Charges/Fees	7,750.00	.00	7,750.00	639.42	.00	6,528.56	1,221.44	84	8,041
686.199	Internal Engineering	22,752.00	.00	22,752.00	.00	.00	14,393.34	8,358.66	63	15,951
686.1895	Employee wellness services	5,004.00	.00	5,004.00	352.07	.00	2,725.59	2,278.41	54	2,481
687.202	Utility Billing Services	7,500.00	.00	7,500.00	144.63	.00	5,908.43	1,591.57	79	5,821
687.204	Janitorial Services	824.00	.00	824.00	.00	.00	1,556.68	(732.68)	189	681
702.106	Interest- Bonds	99,372.00	.00	99,372.00	5,021.17	.00	65,010.14	34,361.86	65	70,551
702.110	Bond Principal	396,021.00	.00	396,021.00	18,552.87	.00	128,010.07	268,010.93	32	125,481
703.109	Agents Fee	8,000.00	.00	8,000.00	.00	.00	4,475.00	3,525.00	56	4,551
720.001	Provision for Bad Debts	9,000.00	.00	9,000.00	666.67	.00	6,666.70	2,333.30	74	6,661
750.124	Transfers to General Fund	172,681.00	.00	172,681.00	.00	.00	129,510.72	43,170.28	75	130,111
795.995	GF Cost Distribution	109,190.00	.00	109,190.00	.00	.00	81,892.53	27,297.47	75	83,251
795.999	Allocation G&A Services	90,990.00	.00	90,990.00	.00	.00	40,071.41	50,918.59	44	66,181
900.3500	Water Distribution	700,000.00	.00	700,000.00	743.50	202,183.31	549,675.34	(51,858.65)	107	8,901
900.4100	Vehicles	40,000.00	.00	40,000.00	.00	56,350.00	.00	(16,350.00)	141	31,081
900.4300	Other Equipment	31,250.00	.00	31,250.00	.00	.00	.00	31,250.00	0	
7999.9999	Principal Reclassified	(396,021.00)	.00	(396,021.00)	(18,552.87)	.00	(128,010.07)	(268,010.93)	32	(125,489)
9999.9999	Assets Reclassified	(771,250.00)	.00	(771,250.00)	.00	.00	(307,805.20)	(463,444.80)	40	(273,027)
Department 15 - Water Distribution Totals		\$1,925,004.00	\$0.00	\$1,925,004.00	\$54,179.40	\$296,113.58	\$1,375,909.13	\$252,981.29	87%	\$1,035,421
Department 16 - Filtration										
400.101	Regular Pay	289,752.00	.00	289,752.00	14,848.37	.00	220,973.87	68,778.13	76	198,261
401.103	Overtime	8,000.00	.00	8,000.00	163.57	.00	7,920.48	79.52	99	3,311
401.105	On-call pay	5,200.00	.00	5,200.00	533.36	.00	5,866.96	(666.96)	113	5,561
405.114	FICA	23,176.00	.00	23,176.00	1,105.38	.00	17,034.62	6,141.38	74	14,781
406.116	Retirement	56,228.00	.00	56,228.00	2,862.17	.00	43,088.76	13,139.24	77	36,031
408.125	SCMIT Worker's Comp Ins.	13,500.00	.00	13,500.00	624.22	.00	14,392.21	(892.21)	107	13,341
410.001	Health Claims Cost	42,884.00	.00	42,884.00	3,930.09	.00	38,490.83	4,393.17	90	36,571
410.002	Health Claim Costs-Retire	10,925.00	.00	10,925.00	.00	.00	.00	10,925.00	0	11
500.101	Supplies and Materials	2,500.00	.00	2,500.00	.00	.00	684.91	1,815.09	27	2,061
500.102	Equipment	6,500.00	.00	6,500.00	.00	.00	817.56	5,682.44	13	1,431

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0031 - Water Utility Fund										
EXPENSE										
Department 16 - Filtration										
501.101	Uniforms and Clothing	4,000.00	.00	4,000.00	.00	.00	1,433.78	2,566.22	36	1,688
512.108	Chemicals	352,600.00	.00	352,600.00	46,435.04	63,091.03	325,069.96	(35,560.99)	110	213,040
512.109	Laboratory Supplies	28,000.00	.00	28,000.00	2,130.76	.00	19,198.98	8,801.02	69	18,440
515.121	Safety Supplies	1,600.00	.00	1,600.00	.00	.00	.00	1,600.00	0	230
515.129	Permit Fees Due To Others	23,000.00	.00	23,000.00	.00	.00	20,712.00	2,288.00	90	20,420
532.148	Small Hand Tools	300.00	.00	300.00	.00	.00	.00	300.00	0	280
540.151	IP Raw Water Contract-Cty	22,960.00	.00	22,960.00	1,819.14	.00	17,895.30	5,064.70	78	12,730
540.152	Raw Water Pump Maint.	65,000.00	.00	65,000.00	6,229.88	.00	57,698.59	7,301.41	89	49,930
540.157	Treated Water Purchase	200.00	.00	200.00	7.02	.00	96.14	103.86	48	60
540.1510	IP Raw Water Contract-Stl	11,808.00	.00	11,808.00	320.77	.00	4,350.06	7,457.94	37	5,020
600.110	SCMIRF Property/Liab Ins	162,912.00	.00	162,912.00	.00	.00	185,583.66	(22,671.66)	114	146,640
610.111	Communications- Landline	1,500.00	.00	1,500.00	218.26	.00	1,254.48	245.52	84	1,070
610.112	Postage	800.00	.00	800.00	.00	.00	70.33	729.67	9	
610.1110	Communications- Wireless	660.00	.00	660.00	41.31	.00	371.73	288.27	56	370
620.114	Advertising	1,000.00	.00	1,000.00	.00	.00	279.00	721.00	28	80
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	
650.127	Electricity	104,948.00	.00	104,948.00	5,818.36	.00	73,798.84	31,149.16	70	74,860
650.130	Sanitation	1,056.00	.00	1,056.00	75.20	.00	752.00	304.00	71	750
650.133	Stormwater	2,860.00	.00	2,860.00	426.43	.00	3,639.90	(779.90)	127	2,400
650.134	Security Lights	1,584.00	.00	1,584.00	132.00	.00	1,296.60	287.40	82	1,320
650.1271	Electricity- Sales Tax	107.00	.00	107.00	4.58	.00	214.68	(107.68)	201	70
660.133	Repairs & Maint. Services	60,000.00	.00	60,000.00	9,062.00	5,093.51	27,718.99	27,187.50	55	34,640
660.139	Fleet Services-RTA Mtce Allocation	1,000.00	.00	1,000.00	.00	.00	115.83	884.17	12	840
660.145	Gasoline & Oil	1,750.00	.00	1,750.00	.00	.00	345.04	1,404.96	20	620
660.1391	Fleet Services -Departmental Expense Allocation	1,464.00	.00	1,464.00	.00	.00	1,221.32	242.68	83	2,150
660.1392	Fleet Svcs- Outside Vends	500.00	.00	500.00	.00	.00	.00	500.00	0	
670.156	Equipment Rental/Lease	500.00	.00	500.00	.00	.00	.00	500.00	0	170
685.180	Membership Dues and Fees	1,100.00	.00	1,100.00	45.00	.00	135.00	965.00	12	210
685.182	Other Operating Expenses	25,000.00	.00	25,000.00	.00	.00	121.61	24,878.39	0	320
685.183	Depreciation	346,292.00	.00	346,292.00	.00	.00	179,656.52	166,635.48	52	238,690
685.186	Training	2,420.00	.00	2,420.00	.00	.00	826.00	1,594.00	34	1,140
686.187	Professional Services	23,300.00	.00	23,300.00	195.00	7,500.00	3,844.92	11,955.08	49	32,340
686.189	Employee Medical	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	530
686.191	Contract Services/Studies	.00	.00	.00	.00	.00	.00	.00	+++	3,350
686.195	Repair/Maint Svc Contract	2,000.00	.00	2,000.00	246.75	.00	1,297.40	702.60	65	1,290
686.199	Internal Engineering	22,752.00	.00	22,752.00	.00	.00	14,393.33	8,358.67	63	15,950
686.1895	Employee wellness services	6,001.00	.00	6,001.00	422.49	.00	3,270.75	2,730.25	55	2,980
687.204	Janitorial Services	2,458.00	.00	2,458.00	.00	.00	1,770.00	688.00	72	2,040

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0031 - Water Utility Fund										
EXPENSE										
Department 16 - Filtration										
750.124	Transfers to General Fund	153,873.00	.00	153,873.00	.00	.00	115,404.75	38,468.25	75	115,941
795.995	GF Cost Distribution	97,296.00	.00	97,296.00	.00	.00	72,972.00	24,324.00	75	74,180
795.999	Allocation G&A Services	90,990.00	.00	90,990.00	.00	.00	40,071.41	50,918.59	44	66,180
900.3300	Water Filtration Plant	2,320,000.00	.00	2,320,000.00	315,389.79	4,034,126.77	1,283,077.41	(2,997,204.18)	229	25,291
900.4100	Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	27,300
9999.9999	Assets Reclassified	(2,320,000.00)	.00	(2,320,000.00)	.00	.00	(879,205.93)	(1,440,794.07)	38	(52,603)
Department 16 - Filtration Totals		\$2,085,556.00	\$0.00	\$2,085,556.00	\$413,086.94	\$4,109,811.31	\$1,930,022.58	(\$3,954,277.89)	290%	\$1,454,530
Department 41 - General & Administrative										
400.101	Regular Pay	149,015.00	.00	149,015.00	7,204.49	.00	102,910.13	46,104.87	69	124,840
401.103	Overtime	.00	.00	.00	.00	.00	.00	.00	+++	50
405.114	FICA	11,400.00	.00	11,400.00	522.20	.00	7,556.62	3,843.38	66	9,150
406.116	Retirement	27,659.00	.00	27,659.00	1,332.24	.00	18,943.94	8,715.06	68	22,110
408.125	SCMIT Worker's Comp Ins.	4,100.00	.00	4,100.00	189.98	.00	4,380.23	(280.23)	107	4,060
410.001	Health Claims Cost	18,220.00	.00	18,220.00	1,459.36	.00	13,001.24	5,218.76	71	13,990
500.101	Supplies and Materials	5,400.00	.00	5,400.00	210.22	.00	3,070.84	2,329.16	57	2,600
500.102	Equipment	2,000.00	.00	2,000.00	.00	.00	42.04	1,957.96	2	400
500.103	Furniture	1,000.00	.00	1,000.00	.00	.00	549.64	450.36	55	550
501.101	Uniforms and Clothing	500.00	.00	500.00	.00	.00	.00	500.00	0	
600.110	SCMIRF Property/Liab Ins	288.00	.00	288.00	.00	.00	328.08	(40.08)	114	250
610.111	Communications- Landline	4,800.00	.00	4,800.00	147.44	.00	4,302.33	497.67	90	3,530
610.112	Postage	1,500.00	.00	1,500.00	.00	.00	898.69	601.31	60	810
610.1110	Communications- Wireless	660.00	.00	660.00	41.31	.00	371.73	288.27	56	370
620.114	Advertising	200.00	.00	200.00	.00	.00	111.00	89.00	56	
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	
650.127	Electricity	2,860.00	.00	2,860.00	200.41	.00	2,384.80	475.20	83	1,890
650.128	Water	411.00	.00	411.00	34.22	.00	331.46	79.54	81	270
650.129	Wastewater	459.00	.00	459.00	38.21	.00	376.65	82.35	82	310
650.130	Sanitation	557.00	.00	557.00	39.33	.00	393.30	163.70	71	390
650.133	Stormwater	2,643.00	.00	2,643.00	251.75	.00	2,517.50	125.50	95	2,220
650.134	Security Lights	636.00	.00	636.00	53.00	.00	506.60	129.40	80	530
650.1271	Electricity- Sales Tax	91.00	.00	91.00	5.63	.00	74.10	16.90	81	60
660.133	Repairs & Maint. Services	8,000.00	.00	8,000.00	.00	.00	4,465.27	3,534.73	56	1,330
660.139	Fleet Services-RTA Mtce Allocation	250.00	.00	250.00	.00	.00	354.53	(104.53)	142	90
660.145	Gasoline & Oil	2,500.00	.00	2,500.00	141.01	.00	921.35	1,578.65	37	1,600
660.1391	Fleet Services -Departmental Expense Allocation	1,803.00	.00	1,803.00	.00	.00	1,592.21	210.79	88	1,750
660.1392	Fleet Svcs- Outside Vends	500.00	.00	500.00	.00	.00	.00	500.00	0	1,290
670.156	Equipment Rental/Lease	3,800.00	.00	3,800.00	244.20	.00	2,267.25	1,532.75	60	2,310
685.180	Membership Dues and Fees	1,600.00	.00	1,600.00	.00	.00	1,618.00	(18.00)	101	1,220

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0031 - Water Utility Fund										
EXPENSE										
Department 41 - General & Administrative										
685.182	Other Operating Expenses	1,500.00	.00	1,500.00	.00	.00	697.00	803.00	46	68
685.183	Depreciation	7,090.00	.00	7,090.00	.00	.00	3,963.95	3,126.05	56	5,90
685.186	Training	800.00	.00	800.00	.00	.00	.00	800.00	0	
686.187	Professional Services	1,640.00	.00	1,640.00	(664.83)	.00	158.04	1,481.96	10	3,09
686.189	Employee Medical	500.00	.00	500.00	.00	.00	.00	500.00	0	15
686.195	Repair/Maint Svc Contract	2,200.00	.00	2,200.00	359.04	.00	1,107.48	1,092.52	50	1,10
686.1895	Employee wellness services	1,995.00	.00	1,995.00	140.83	.00	1,090.25	904.75	55	99
687.204	Janitorial Services	2,472.00	.00	2,472.00	.00	.00	1,770.00	702.00	72	2,05
795.001	IT Internal Allocations	187,394.00	.00	187,394.00	36,413.08	.00	109,316.76	78,077.24	58	103,71
795.999	Allocation G&A Services	(454,950.00)	.00	(454,950.00)	.00	.00	(200,357.03)	(254,592.97)	44	(330,947
Department 41 - General & Administrative Totals		\$3,593.00	\$0.00	\$3,593.00	\$48,363.12	\$0.00	\$92,015.98	(\$88,422.98)	2561%	(\$15,108
Department 42 - Engineering Services										
400.101	Regular Pay	145,750.00	.00	145,750.00	8,418.14	.00	124,198.43	21,551.57	85	110,93
405.114	FICA	11,150.00	.00	11,150.00	606.53	.00	8,952.90	2,197.10	80	7,91
406.116	Retirement	27,052.00	.00	27,052.00	1,552.55	.00	22,890.44	4,161.56	85	19,89
408.125	SCMIT Worker's Comp Ins.	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
410.001	Health Claims Cost	15,504.00	.00	15,504.00	1,719.86	.00	16,934.46	(1,430.46)	109	13,29
500.101	Supplies and Materials	250.00	.00	250.00	5.43	.00	216.14	33.86	86	22
500.105	Printing and Binding	300.00	.00	300.00	.00	.00	109.21	190.79	36	11
501.101	Uniforms and Clothing	600.00	.00	600.00	.00	.00	495.19	104.81	83	12
515.121	Safety Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	
515.124	Department Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	2,68
600.110	SCMIRF Property/Liab Ins	480.00	.00	480.00	.00	.00	546.79	(66.79)	114	43
610.112	Postage	50.00	.00	50.00	.00	.00	.00	50.00	0	
610.1110	Communications- Wireless	1,200.00	.00	1,200.00	82.62	.00	775.25	424.75	65	75
620.114	Advertising	.00	.00	.00	.00	.00	84.00	(84.00)	+++	
640.124	Travel Expense	550.00	.00	550.00	.00	.00	99.95	450.05	18	18
660.1391	Fleet Services -Departmental Expense Allocation	1,803.00	.00	1,803.00	.00	.00	.00	1,803.00	0	
685.180	Membership Dues and Fees	600.00	.00	600.00	300.00	.00	475.00	125.00	79	59
685.182	Other Operating Expenses	.00	.00	.00	.00	.00	33.00	(33.00)	+++	
685.183	Depreciation	5,222.00	.00	5,222.00	.00	.00	3,480.80	1,741.20	67	4,35
685.184	Continuing Education	7,500.00	.00	7,500.00	.00	.00	5,370.00	2,130.00	72	
685.186	Training	1,000.00	.00	1,000.00	.00	.00	545.00	455.00	54	46
686.187	Professional Services	9,500.00	.00	9,500.00	(664.83)	.00	3,860.94	5,639.06	41	4,36
686.1895	Employee wellness services	1,995.00	.00	1,995.00	140.83	.00	1,090.25	904.75	55	99
735.122	Services Billed	(227,521.00)	.00	(227,521.00)	.00	.00	(143,933.33)	(83,587.67)	63	(159,589
Department 42 - Engineering Services Totals		\$5,485.00	\$0.00	\$5,485.00	\$12,161.13	\$0.00	\$46,224.42	(\$40,739.42)	843%	\$7,75
EXPENSE TOTALS		\$4,019,638.00	\$0.00	\$4,019,638.00	\$527,790.59	\$4,405,924.89	\$3,444,172.11	(\$3,830,459.00)	195%	\$2,482,60

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0031 - Water Utility Fund Totals										
	REVENUE TOTALS	4,019,638.00	.00	4,019,638.00	539,666.42	.00	3,622,588.10	397,049.90	90%	2,885,411
	EXPENSE TOTALS	4,019,638.00	.00	4,019,638.00	527,790.59	4,405,924.89	3,444,172.11	(3,830,459.00)	195%	2,482,601
Fund 0031 - Water Utility Fund Totals		\$0.00	\$0.00	\$0.00	\$11,875.83	(\$4,405,924.89)	\$178,415.99	\$4,227,508.90		\$402,801
Fund 0032 - Wastewater Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	3,764,324.00	.00	3,764,324.00	289,442.89	.00	2,751,614.52	1,012,709.48	73	2,424,631
301.002	New Turn Ons	3,000.00	.00	3,000.00	315.00	.00	2,570.00	430.00	86	2,470
301.009	New Service Taps	11,000.00	.00	11,000.00	1,800.00	.00	15,300.00	(4,300.00)	139	11,701
301.014	Fixed Charges - Andrews	91,946.00	.00	91,946.00	.00	.00	109,236.25	(17,290.25)	119	101,191
301.015	Fixed Charges - GCWSD	174,861.00	.00	174,861.00	23,557.61	.00	231,260.33	(56,399.33)	132	173,171
301.016	Fixed Charges - COG	477,254.00	.00	477,254.00	35,947.17	.00	264,340.30	212,913.70	55	276,511
301.017	Volume Charges - Andrews	129,350.00	.00	129,350.00	.00	.00	157,404.47	(28,054.47)	122	119,371
301.018	Volume Charges - GCWSD	333,356.00	.00	333,356.00	50,284.92	.00	422,410.08	(89,054.08)	127	258,431
301.019	Volume Charges - COG	851,357.00	.00	851,357.00	137,318.93	.00	924,011.02	(72,654.02)	109	747,661
301.026	Fixed- Elim Georgetown	(477,254.00)	.00	(477,254.00)	(23,557.61)	.00	(251,950.74)	(225,303.26)	53	(276,512)
301.029	Volume-Elim-Georgetown	(851,357.00)	.00	(851,357.00)	(114,571.89)	.00	(901,263.98)	49,906.98	106	(747,664)
302.001	Penalties	35,000.00	.00	35,000.00	4,072.18	.00	43,730.34	(8,730.34)	125	33,571
303.006	Septic Tank Dumping	35,000.00	.00	35,000.00	2,910.00	.00	28,177.00	6,823.00	81	29,941
306.001	Investment Earnings	.00	.00	.00	15,707.10	.00	102,664.64	(102,664.64)	+++	7,671
324.017	Wastewater Impact Fee	19,800.00	.00	19,800.00	5,280.00	.00	31,665.00	(11,865.00)	160	64,301
331.000	Federal Grants	19,800.00	.00	19,800.00	.00	.00	.00	19,800.00	0	
332.009	Other State Grants	.00	.00	.00	.00	.00	.00	.00	+++	67,931
361.001	Investment Earnings	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
369.002	Miscellaneous Revenue	150.00	.00	150.00	603.20	.00	3,516.35	(3,366.35)	2344	31
391.001	Sale of Assets	.00	.00	.00	.00	.00	5,040.00	(5,040.00)	+++	
392.001	From Electric Fund	89,605.00	.00	89,605.00	.00	.00	.00	89,605.00	0	
395.001	Transfer from General Fund	.00	.00	.00	.00	.00	.00	.00	+++	1,621
Department 00 - Revenue Totals		\$4,708,192.00	\$0.00	\$4,708,192.00	\$429,109.50	\$0.00	\$3,939,725.58	\$768,466.42	84%	\$3,296,081
	REVENUE TOTALS	\$4,708,192.00	\$0.00	\$4,708,192.00	\$429,109.50	\$0.00	\$3,939,725.58	\$768,466.42	84%	\$3,296,081
EXPENSE										
Department 18 - Wastewater Collections										
400.101	Regular Pay	243,006.00	.00	243,006.00	11,480.65	.00	160,005.87	83,000.13	66	166,931
401.103	Overtime	3,000.00	.00	3,000.00	403.97	.00	4,611.09	(1,611.09)	154	2,241
401.105	On-call pay	5,200.00	.00	5,200.00	333.32	.00	5,266.52	(66.52)	101	2,661
405.114	FICA	18,655.00	.00	18,655.00	863.95	.00	12,289.66	6,365.34	66	12,181
406.116	Retirement	46,624.00	.00	46,624.00	2,237.41	.00	31,168.24	15,455.76	67	29,721
408.125	SCMIT Worker's Comp Ins.	25,000.00	.00	25,000.00	1,156.59	.00	27,319.41	(2,319.41)	109	24,721
410.001	Health Claims Cost	54,006.00	.00	54,006.00	2,958.66	.00	30,297.84	23,708.16	56	32,561

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0032 - Wastewater Fund										
EXPENSE										
Department 18 - Wastewater Collections										
410.002	Health Claim Costs-Retire	16,989.00	.00	16,989.00	1,392.02	.00	13,416.20	3,572.80	79	13,421
500.101	Supplies and Materials	5,500.00	.00	5,500.00	812.30	.00	5,336.38	163.62	97	5,281
500.102	Equipment	15,000.00	.00	15,000.00	.00	.00	1,147.99	13,852.01	8	21,921
501.101	Uniforms and Clothing	5,500.00	.00	5,500.00	296.55	.00	4,029.19	1,470.81	73	4,671
512.108	Chemicals	5,500.00	.00	5,500.00	.00	.00	1,115.20	4,384.80	20	5,281
513.112	Asphalt/Concrete/Gravel	40,000.00	.00	40,000.00	4,494.40	8,614.50	12,952.43	18,433.07	54	24,401
514.111	WW Collection Syst Supply	10,000.00	.00	10,000.00	860.69	.00	7,914.91	2,085.09	79	9,301
515.121	Safety Supplies	900.00	.00	900.00	.00	.00	844.41	55.59	94	301
532.148	Small Hand Tools	300.00	.00	300.00	.00	.00	163.58	136.42	55	121
532.1481	Small Hand Tools - Maintenance	450.00	.00	450.00	.00	.00	100.89	349.11	22	
600.110	SCMIRF Property/Liab Ins	45,984.00	.00	45,984.00	.00	.00	52,383.37	(6,399.37)	114	41,391
610.112	Postage	1,000.00	.00	1,000.00	.00	.00	813.66	186.34	81	771
610.1110	Communications- Wireless	3,100.00	.00	3,100.00	242.82	.00	1,730.93	1,369.07	56	1,731
620.114	Advertising	500.00	.00	500.00	.00	.00	195.00	305.00	39	201
640.124	Travel Expense	200.00	.00	200.00	.00	.00	.00	200.00	0	
650.127	Electricity	78,673.00	.00	78,673.00	9,004.37	.00	89,698.69	(11,025.69)	114	59,401
650.133	Stormwater	12,756.00	.00	12,756.00	1,552.27	.00	13,787.94	(1,031.94)	108	10,741
650.134	Security Lights	1,452.00	.00	1,452.00	121.00	.00	1,186.60	265.40	82	1,211
650.1271	Electricity- Sales Tax	2,185.00	.00	2,185.00	237.46	.00	2,371.51	(186.51)	109	1,641
660.133	Repairs & Maint. Services	120,000.00	.00	120,000.00	5,325.59	.00	18,739.66	101,260.34	16	7,281
660.139	Fleet Services-RTA Mtce Allocation	15,000.00	.00	15,000.00	1,042.96	.00	15,898.25	(898.25)	106	20,861
660.145	Gasoline & Oil	23,625.00	.00	23,625.00	3,965.55	.00	18,371.09	5,253.91	78	19,131
660.1391	Fleet Services -Departmental Expense Allocation	20,513.00	.00	20,513.00	337.50	.00	19,494.85	1,018.15	95	21,371
660.1392	Fleet Svcs- Outside Vends	2,000.00	.00	2,000.00	.00	.00	6,590.74	(4,590.74)	330	2,371
670.156	Equipment Rental/Lease	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	
681.100	Capital Lease Principal	57,000.00	.00	57,000.00	.00	.00	57,000.00	.00	100	56,001
681.120	Capital Lease Interest	7,220.00	.00	7,220.00	.00	.00	7,220.00	.00	100	8,541
685.180	Membership Dues and Fees	600.00	.00	600.00	.00	.00	45.00	555.00	8	41
685.182	Other Operating Expenses	5,000.00	.00	5,000.00	720.80	.00	864.42	4,135.58	17	741
685.183	Depreciation	460,293.00	.00	460,293.00	.00	.00	285,602.99	174,690.01	62	324,421
685.186	Training	2,250.00	.00	2,250.00	.00	.00	.00	2,250.00	0	411
686.187	Professional Services	6,400.00	.00	6,400.00	166.65	1,413.19	4,743.40	243.41	96	8,031
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	164.00	836.00	16	531
686.190	Consulting Services	.00	.00	.00	.00	.00	31,488.85	(31,488.85)	+++	
686.191	Contract Services/Studies	2,220.00	.00	2,220.00	284.98	.00	15,730.31	(13,510.31)	709	1,911
686.195	Repair/Maint Svc Contract	15,000.00	.00	15,000.00	.00	.00	14,999.27	.73	100	
686.196	Bank Charges/Fees	6,750.00	.00	6,750.00	532.85	.00	5,440.49	1,309.51	81	6,701
686.199	Internal Engineering	22,752.00	.00	22,752.00	.00	.00	14,393.33	8,358.67	63	15,951

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0032 - Wastewater Fund										
EXPENSE										
Department 18 - Wastewater Collections										
686.1895	Employee wellness services	6,998.00	.00	6,998.00	492.90	.00	3,815.87	3,182.13	55	3,480
687.202	Utility Billing Services	7,000.00	.00	7,000.00	130.96	.00	5,349.48	1,650.52	76	5,270
687.204	Janitorial Services	3,282.00	.00	3,282.00	.00	.00	1,876.66	1,405.34	57	2,730
702.106	Interest- Bonds	29,122.00	.00	29,122.00	6,070.48	.00	28,395.78	726.22	98	30,110
702.110	Bond Principal	107,967.00	.00	107,967.00	21,616.44	.00	102,106.15	5,860.85	95	100,390
703.1001	Agent Fees	.00	.00	.00	2,687.50	.00	4,300.00	(4,300.00)	+++	6,800
720.001	Provision for Bad Debts	8,000.00	.00	8,000.00	625.00	.00	6,250.00	1,750.00	78	6,250
750.124	Transfers to General Fund	203,158.00	.00	203,158.00	.00	.00	152,368.47	50,789.53	75	160,150
795.995	GF Cost Distribution	101,342.00	.00	101,342.00	.00	.00	76,006.53	25,335.47	75	77,270
795.999	Allocation G&A Services	113,737.00	.00	113,737.00	.00	.00	50,089.26	63,647.74	44	82,730
900.911	Sewer Improvement Projects	1,717,718.00	.00	1,717,718.00	63,207.82	962,358.92	260,641.08	494,718.00	71	
900.3700	Wastewater Collection Sys	535,000.00	.00	535,000.00	.00	(207,358.98)	167,018.98	575,340.00	-8	786,970
900.4100	Vehicles	40,000.00	.00	40,000.00	.00	100,986.00	.00	(60,986.00)	252	62,170
900.4300	Other Equipment	31,250.00	.00	31,250.00	.00	(59,103.00)	59,103.00	31,250.00	0	161,790
7999.9999	Principal Reclassified	(107,967.00)	.00	(107,967.00)	(21,616.44)	.00	(102,106.15)	(5,860.85)	95	(100,390)
9999.9999	Assets Reclassified	(2,323,968.00)	.00	(2,323,968.00)	.00	.00	(315,748.49)	(2,008,219.51)	14	(1,520,861)
Department 18 - Wastewater Collections Totals		\$1,887,742.00	\$0.00	\$1,887,742.00	\$124,039.97	\$806,910.63	\$1,496,400.78	(\$415,569.41)	122%	\$832,140
Department 34 - Regional Wastewater Plant										
400.101	Regular Pay	328,606.00	.00	328,606.00	15,655.68	.00	236,861.48	91,744.52	72	226,510
401.103	Overtime	11,000.00	.00	11,000.00	708.79	.00	14,366.65	(3,366.65)	131	9,290
401.105	On-call pay	7,000.00	.00	7,000.00	533.32	.00	5,866.52	1,133.48	84	5,860
405.114	FICA	26,513.00	.00	26,513.00	1,192.57	.00	18,562.11	7,950.89	70	17,130
406.116	Retirement	64,330.00	.00	64,330.00	3,123.07	.00	47,364.06	16,965.94	74	41,870
408.125	SCMIT Worker's Comp Ins.	6,000.00	.00	6,000.00	250.52	.00	5,776.14	223.86	96	5,350
410.001	Health Claims Cost	58,236.00	.00	58,236.00	4,440.31	.00	44,845.15	13,390.85	77	42,120
500.101	Supplies and Materials	2,500.00	.00	2,500.00	.00	.00	1,660.24	839.76	66	2,190
500.102	Equipment	7,300.00	.00	7,300.00	.00	.00	4,111.90	3,188.10	56	6,930
501.101	Uniforms and Clothing	4,000.00	.00	4,000.00	158.89	.00	2,374.23	1,625.77	59	1,610
512.108	Chemicals	151,000.00	.00	151,000.00	22,779.53	12,398.12	115,539.96	23,061.92	85	74,760
512.109	Laboratory Supplies	24,000.00	.00	24,000.00	.00	.00	10,885.80	13,114.20	45	14,020
515.121	Safety Supplies	900.00	.00	900.00	.00	.00	300.00	600.00	33	
515.129	Permit Fees Due To Others	9,700.00	.00	9,700.00	.00	.00	8,098.98	1,601.02	83	8,380
532.148	Small Hand Tools	300.00	.00	300.00	.00	.00	289.45	10.55	96	290
600.110	SCMIRF Property/Liab Ins	254,208.00	.00	254,208.00	.00	.00	289,584.88	(35,376.88)	114	228,820
610.111	Communications- Landline	2,400.00	.00	2,400.00	312.88	.00	1,707.32	692.68	71	1,700
610.112	Postage	1,200.00	.00	1,200.00	.00	.00	217.46	982.54	18	800
610.1110	Communications- Wireless	660.00	.00	660.00	122.19	.00	677.17	(17.17)	103	580
620.114	Advertising	500.00	.00	500.00	.00	.00	84.00	416.00	17	

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Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0032 - Wastewater Fund										
EXPENSE										
Department 34 - Regional Wastewater Plant										
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	22
650.127	Electricity	316,710.00	.00	316,710.00	3,361.91	.00	188,562.39	128,147.61	60	229,36
650.128	Water	2,533.00	.00	2,533.00	148.39	.00	3,041.20	(508.20)	120	2,09
650.130	Sanitation	3,681.00	.00	3,681.00	262.13	.00	2,621.30	1,059.70	71	2,62
650.133	Stormwater	3,353.00	.00	3,353.00	6,556.55	.00	40,589.78	(37,236.78)	1211	2,82
650.134	Security Lights	4,164.00	.00	4,164.00	347.00	.00	3,446.60	717.40	83	3,47
650.1271	Electricity- Sales Tax	13,010.00	.00	13,010.00	88.54	.00	5,508.30	7,501.70	42	8,82
660.133	Repairs & Maint. Services	159,586.00	.00	159,586.00	14,320.97	18,481.03	107,271.54	33,833.43	79	78,78
660.139	Fleet Services-RTA Mtce Allocation	3,000.00	.00	3,000.00	745.89	.00	3,269.63	(269.63)	109	1,63
660.145	Gasoline & Oil	3,707.00	.00	3,707.00	726.21	.00	3,422.73	284.27	92	3,19
660.1391	Fleet Services -Departmental Expense Allocation	955.00	.00	955.00	195.00	.00	2,213.75	(1,258.75)	232	1,64
660.1392	Fleet Svcs- Outside Vends	150.00	.00	150.00	.00	.00	.00	150.00	0	
670.156	Equipment Rental/Lease	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	
685.180	Membership Dues and Fees	425.00	.00	425.00	.00	.00	90.00	335.00	21	27
685.182	Other Operating Expenses	1,000.00	.00	1,000.00	.00	.00	184.50	815.50	18	38
685.183	Depreciation	696,881.00	.00	696,881.00	.00	.00	5,169.22	691,711.78	1	3,43
685.186	Training	2,150.00	.00	2,150.00	(114.00)	.00	.00	2,150.00	0	1,33
685.190	Landfill Fees	75,000.00	.00	75,000.00	7,580.48	.00	36,904.32	38,095.68	49	47,12
686.187	Professional Services	42,775.00	.00	42,775.00	4,242.23	15,528.45	17,932.96	9,313.59	78	44,98
686.189	Employee Medical	1,100.00	.00	1,100.00	.00	.00	280.45	819.55	25	38
686.195	Repair/Maint Svc Contract	2,220.00	.00	2,220.00	278.85	.00	1,813.80	406.20	82	1,85
686.199	Internal Engineering	45,504.00	.00	45,504.00	.00	.00	28,786.67	16,717.33	63	31,91
686.1895	Employee wellness services	5,004.00	.00	5,004.00	352.07	.00	2,725.59	2,278.41	54	2,48
702.106	Interest- Bonds	151,549.00	.00	151,549.00	.00	.00	76,783.69	74,765.31	51	83,83
702.110	Bond Principal	605,768.00	.00	605,768.00	.00	.00	.00	605,768.00	0	
703.109	Agents Fee	5,800.00	.00	5,800.00	.00	.00	2,862.50	2,937.50	49	2,86
750.124	Transfers to General Fund	134,924.00	.00	134,924.00	.00	.00	101,192.94	33,731.06	75	106,36
795.995	GF Cost Distribution	67,305.00	.00	67,305.00	.00	.00	50,478.75	16,826.25	75	51,31
795.999	Allocation G&A Services	113,738.00	.00	113,738.00	.00	.00	50,089.25	63,648.75	44	82,73
900.3900	Wastewater Treatment Plnt	530,000.00	.00	530,000.00	.00	273,547.00	191,810.08	64,642.92	88	57,18
900.4100	Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	31,08
900.4300	Other Equipment	95,000.00	.00	95,000.00	.00	.00	77,820.66	17,179.34	82	
7999.9999	Principal Reclassified	(605,768.00)	.00	(605,768.00)	.00	.00	.00	(605,768.00)	0	
9999.9999	Assets Reclassified	(625,000.00)	.00	(625,000.00)	.00	.00	(329,289.10)	(295,710.90)	53	(88,275
Sub Department 17 - Wastewater Treatment										
685.183	Depreciation	2,573.00	.00	2,573.00	.00	.00	402,579.12	(400,006.12)	15646	536,16
Sub Department 17 - Wastewater Treatment Totals		\$2,573.00	\$0.00	\$2,573.00	\$0.00	\$0.00	\$402,579.12	(\$400,006.12)	15646%	\$536,16
Department 34 - Regional Wastewater Plant Totals		\$2,820,450.00	\$0.00	\$2,820,450.00	\$88,369.97	\$319,954.60	\$1,887,336.12	\$613,159.28	78%	\$2,019,73

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Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0032 - Wastewater Fund										
	EXPENSE TOTALS	\$4,708,192.00	\$0.00	\$4,708,192.00	\$212,409.94	\$1,126,865.23	\$3,383,736.90	\$197,589.87	96%	\$2,851,888.00
Fund 0032 - Wastewater Fund Totals										
	REVENUE TOTALS	4,708,192.00	.00	4,708,192.00	429,109.50	.00	3,939,725.58	768,466.42	84%	3,296,088.00
	EXPENSE TOTALS	4,708,192.00	.00	4,708,192.00	212,409.94	1,126,865.23	3,383,736.90	197,589.87	96%	2,851,888.00
Fund 0032 - Wastewater Fund Totals										
		\$0.00	\$0.00	\$0.00	\$216,699.56	(\$1,126,865.23)	\$555,988.68	\$570,876.55		\$444,200.00
Fund 0033 - Stormwater Utility Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	1,295,007.00	.00	1,295,007.00	119,555.91	.00	744,091.81	550,915.19	57	956,610.00
302.001	Penalties	9,500.00	.00	9,500.00	1,504.90	.00	10,617.08	(1,117.08)	112	10,280.00
332.000	State Grants	.00	.00	.00	.00	.00	.00	.00	+++	273,760.00
369.002	Miscellaneous Revenue	.00	.00	.00	.00	.00	221.22	(221.22)	+++	39,410.00
391.001	Sale of Assets	.00	.00	.00	.00	.00	3,051.00	(3,051.00)	+++	
395.001	Transfer from General Fund	192,867.00	.00	192,867.00	.00	.00	.00	192,867.00	0	37,480.00
Department 00 - Revenue Totals		\$1,497,374.00	\$0.00	\$1,497,374.00	\$121,060.81	\$0.00	\$757,981.11	\$739,392.89	51%	\$1,317,560.00
	REVENUE TOTALS	\$1,497,374.00	\$0.00	\$1,497,374.00	\$121,060.81	\$0.00	\$757,981.11	\$739,392.89	51%	\$1,317,560.00
EXPENSE										
Department 40 - Storm Water Utility Exp.										
400.101	Regular Pay	239,535.00	.00	239,535.00	11,209.73	.00	162,979.24	76,555.76	68	179,070.00
401.103	Overtime	3,000.00	.00	3,000.00	.00	.00	1,073.76	1,926.24	36	850.00
401.105	On-call pay	3,000.00	.00	3,000.00	200.00	.00	3,800.00	(800.00)	127	3,200.00
405.114	FICA	18,937.00	.00	18,937.00	808.60	.00	12,124.73	6,812.27	64	12,970.00
406.116	Retirement	45,943.00	.00	45,943.00	2,097.91	.00	30,809.72	15,133.28	67	31,610.00
408.125	SCMIT Worker's Comp Ins.	17,000.00	.00	17,000.00	791.24	.00	18,242.98	(1,242.98)	107	16,910.00
410.001	Health Claims Cost	53,580.00	.00	53,580.00	2,719.34	.00	25,621.00	27,959.00	48	33,300.00
410.002	Health Claim Costs-Retire	610.00	.00	610.00	1,585.52	.00	12,781.68	(12,171.68)	2095	
500.101	Supplies and Materials	2,300.00	.00	2,300.00	.00	.00	1,761.64	538.36	77	2,160.00
500.102	Equipment	5,000.00	.00	5,000.00	.00	.00	1,006.99	3,993.01	20	1,090.00
501.101	Uniforms and Clothing	5,000.00	.00	5,000.00	126.60	.00	1,370.06	3,629.94	27	3,070.00
513.112	Asphalt/Concrete/Gravel	7,750.00	.00	7,750.00	.00	3,547.42	2,681.88	1,520.70	80	2,430.00
514.112	SW Collection Syst Supply	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	3,440.00
515.121	Safety Supplies	1,200.00	.00	1,200.00	.00	.00	21.21	1,178.79	2	600.00
532.148	Small Hand Tools	300.00	.00	300.00	.00	.00	82.13	217.87	27	
600.110	SCMIRF Property/Liab Ins	61,248.00	.00	61,248.00	.00	.00	69,771.59	(8,523.59)	114	55,130.00
610.111	Communications- Landline	1,500.00	.00	1,500.00	358.43	.00	1,827.28	(327.28)	122	1,560.00
610.112	Postage	300.00	.00	300.00	.00	.00	280.59	19.41	94	260.00
610.1110	Communications- Wireless	1,260.00	.00	1,260.00	79.32	.00	713.82	546.18	57	710.00
620.114	Advertising	200.00	.00	200.00	.00	.00	.00	200.00	0	
640.124	Travel Expense	100.00	.00	100.00	.00	.00	56.00	44.00	56	

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Budget Performance Report

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Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0033 - Stormwater Utility Fund										
EXPENSE										
Department 40 - Storm Water Utility Exp.										
650.127	Electricity	5,500.00	.00	5,500.00	31.28	.00	313.11	5,186.89	6	26
650.128	Water	470.00	.00	470.00	39.14	.00	391.40	78.60	83	33
650.133	Stormwater	21,875.00	.00	21,875.00	1,899.61	.00	18,999.30	2,875.70	87	18,43
650.134	Security Lights	960.00	.00	960.00	80.00	.00	776.60	183.40	81	80
650.1271	Electricity- Sales Tax	125.00	.00	125.00	.03	.00	.38	124.62	0	
660.133	Repairs & Maint. Services	72,000.00	.00	72,000.00	154.84	(250,000.00)	18,615.51	303,384.49	-321	31,94
660.139	Fleet Services-RTA Mtce Allocation	12,000.00	.00	12,000.00	38.36	.00	17,661.03	(5,661.03)	147	23,54
660.145	Gasoline & Oil	28,000.00	.00	28,000.00	3,404.25	.00	11,149.56	16,850.44	40	19,46
660.1391	Fleet Services -Departmental Expense Allocation	21,468.00	.00	21,468.00	68.75	.00	20,334.86	1,133.14	95	23,08
660.1392	Fleet Svcs- Outside Vends	7,000.00	.00	7,000.00	.00	.00	3,122.76	3,877.24	45	5,44
670.156	Equipment Rental/Lease	200.00	.00	200.00	.00	.00	.00	200.00	0	
681.100	Capital Lease Principal	48,061.00	.00	48,061.00	.00	.00	48,060.63	.37	100	46,97
681.120	Capital Lease Interest	2,247.00	.00	2,247.00	.00	.00	2,246.05	.95	100	3,33
685.180	Membership Dues and Fees	200.00	.00	200.00	.00	.00	.00	200.00	0	
685.182	Other Operating Expenses	1,000.00	.00	1,000.00	.00	.00	186.48	813.52	19	50
685.183	Depreciation	571,583.00	.00	571,583.00	.00	.00	344,097.82	227,485.18	60	432,07
685.186	Training	250.00	.00	250.00	.00	.00	.00	250.00	0	
686.187	Professional Services	3,200.00	.00	3,200.00	166.65	1,413.19	1,364.31	422.50	87	1,33
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	12
686.191	Contract Services/Studies	57,420.00	.00	57,420.00	.00	(23,333.75)	23,333.75	57,420.00	0	
686.196	Bank Charges/Fees	2,500.00	.00	2,500.00	177.62	.00	1,813.50	686.50	73	2,23
686.199	Internal Engineering	45,504.00	.00	45,504.00	.00	.00	28,786.67	16,717.33	63	31,91
686.1895	Employee wellness services	5,004.00	.00	5,004.00	352.07	.00	2,725.59	2,278.41	54	2,48
687.202	Utility Billing Services	3,000.00	.00	3,000.00	45.15	.00	1,844.64	1,155.36	61	1,81
687.204	Janitorial Services	824.00	.00	824.00	.00	.00	106.66	717.34	13	68
720.001	Provision for Bad Debts	2,000.00	.00	2,000.00	129.17	.00	1,291.70	708.30	65	1,29
795.995	GF Cost Distribution	60,725.00	.00	60,725.00	.00	.00	45,543.78	15,181.22	75	46,30
795.999	Allocation G&A Services	45,495.00	.00	45,495.00	.00	.00	20,035.70	25,459.30	44	33,09
900.956	Stormwater System Improvements EDA #04-79-07494	2,700,000.00	.00	2,700,000.00	129,080.85	5,666,723.38	613,496.62	(3,580,220.00)	233	192,95
900.4100	Vehicles	55,000.00	.00	55,000.00	.00	.00	.00	55,000.00	0	
900.4200	Heavy Equipment	450,000.00	.00	450,000.00	.00	.00	.00	450,000.00	0	
900.4300	Other Equipment	.00	.00	.00	.00	.00	247,711.16	(247,711.16)	+++	
9999.9999	Assets Reclassified	(3,205,000.00)	.00	(3,205,000.00)	.00	.00	(538,582.61)	(2,666,417.39)	17	(192,956
Sub Department 40 - City Hall Drainage Project										
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	2,162.90	(2,162.90)	+++	
Sub Department 40 - City Hall Drainage Project Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,162.90	(\$2,162.90)	+++	\$
Department 40 - Storm Water Utility Exp. Totals		\$1,497,374.00	\$0.00	\$1,497,374.00	\$155,644.46	\$5,398,350.24	\$1,284,596.16	(\$5,185,572.40)	446%	\$1,075,96
EXPENSE TOTALS		\$1,497,374.00	\$0.00	\$1,497,374.00	\$155,644.46	\$5,398,350.24	\$1,284,596.16	(\$5,185,572.40)	446%	\$1,075,96

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/2024

Exclude Rollup Accounts

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0033 - Stormwater Utility Fund Totals										
	REVENUE TOTALS	1,497,374.00	.00	1,497,374.00	121,060.81	.00	757,981.11	739,392.89	51%	1,317,561
	EXPENSE TOTALS	1,497,374.00	.00	1,497,374.00	155,644.46	5,398,350.24	1,284,596.16	(5,185,572.40)	446%	1,075,960
Fund 0033 - Stormwater Utility Fund Totals		\$0.00	\$0.00	\$0.00	(\$34,583.65)	(\$5,398,350.24)	(\$526,615.05)	\$5,924,965.29		\$241,600
Fund 0035 - Waste Management Fund										
REVENUE										
Department 00 - Revenue										
344.001	Refuse Col Chge-Resident	1,089,509.00	.00	1,089,509.00	89,350.58	.00	897,004.53	192,504.47	82	709,780
344.002	Refuse Col Chge-Comm	195,840.00	.00	195,840.00	23,244.65	.00	224,744.62	(28,904.62)	115	127,000
344.003	Sanitation Fee Penalties	15,000.00	.00	15,000.00	2,380.31	.00	19,809.40	(4,809.40)	132	13,530
361.001	Investment Earnings	.00	.00	.00	716.72	.00	6,251.48	(6,251.48)	+++	
369.002	Miscellaneous Revenue	.00	.00	.00	.00	.00	471.00	(471.00)	+++	1,030
371.000	Budget Balancing Account	(21,680.00)	.00	(21,680.00)	.00	.00	.00	(21,680.00)	0	
391.001	Sale of Assets	.00	.00	.00	.00	.00	32,916.00	(32,916.00)	+++	
392.004	From General Fund	.00	.00	.00	.00	.00	.00	.00	+++	5,630
394.002	Transfer from fund balance	.00	229,964.00	229,964.00	.00	.00	.00	229,964.00	0	
Department 00 - Revenue Totals		\$1,278,669.00	\$229,964.00	\$1,508,633.00	\$115,692.26	\$0.00	\$1,181,197.03	\$327,435.97	78%	\$856,990
	REVENUE TOTALS	\$1,278,669.00	\$229,964.00	\$1,508,633.00	\$115,692.26	\$0.00	\$1,181,197.03	\$327,435.97	78%	\$856,990
EXPENSE										
Department 31 - Residential Sanitation										
400.101	Regular Pay	388,867.00	.00	388,867.00	11,185.02	.00	235,278.79	153,588.21	61	223,100
401.103	Overtime	30,000.00	.00	30,000.00	2,676.90	.00	9,504.94	20,495.06	32	11,030
405.114	FICA	32,044.00	.00	32,044.00	993.90	.00	17,635.03	14,408.97	55	17,280
406.116	Retirement	77,742.00	.00	77,742.00	2,158.69	.00	40,488.15	37,253.85	52	37,620
408.125	SCMIT Worker's Comp Ins.	46,000.00	.00	46,000.00	4,049.10	.00	48,066.54	(2,066.54)	104	42,620
410.001	Health Claims Cost	51,946.00	.00	51,946.00	1,359.40	.00	25,758.63	26,187.37	50	26,490
410.002	Health Claim Costs-Retire	6,841.00	.00	6,841.00	762.38	.00	10,482.28	(3,641.28)	153	5,250
500.101	Supplies and Materials	3,500.00	.00	3,500.00	209.47	.00	2,950.56	549.44	84	2,350
501.101	Uniforms and Clothing	14,100.00	.00	14,100.00	901.24	.00	9,202.43	4,897.57	65	7,800
515.121	Safety Supplies	5,250.00	.00	5,250.00	.00	3,600.00	1,407.64	242.36	95	3,530
600.110	SCMIRF Property/Liab Ins	4,992.00	.00	4,992.00	.00	.00	5,686.72	(694.72)	114	4,490
610.111	Communications- Landline	200.00	.00	200.00	.00	.00	150.02	49.98	75	110
610.112	Postage	500.00	.00	500.00	.00	.00	567.94	(67.94)	114	540
620.114	Advertising	1,000.00	.00	1,000.00	16.65	.00	674.46	325.54	67	80
640.124	Travel Expense	150.00	.00	150.00	.00	.00	.00	150.00	0	
650.127	Electricity	1,782.00	.00	1,782.00	67.97	.00	859.94	922.06	48	1,260
650.128	Water	877.00	.00	877.00	85.57	.00	804.66	72.34	92	620
650.129	Wastewater	1,064.00	.00	1,064.00	102.76	.00	1,261.01	(197.01)	119	750
650.130	Sanitation	523.00	.00	523.00	36.91	.00	369.17	153.83	71	360
650.133	Stormwater	68.00	.00	68.00	6.36	.00	162.36	(94.36)	239	50

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0035 - Waste Management Fund										
EXPENSE										
Department 31 - Residential Sanitation										
650.134	Security Lights	527.00	.00	527.00	43.89	.00	438.90	88.10	83	438.90
650.1271	Electricity- Sales Tax	60.00	.00	60.00	.13	.00	1.23	58.77	2	(.00)
660.136	Container Repairs	3,000.00	.00	3,000.00	1,138.06	.00	3,000.00	.00	100	3,000.00
660.139	Fleet Services-RTA Mtce Allocation	35,000.00	.00	35,000.00	5,322.59	.00	36,038.70	(1,038.70)	103	36,130.00
660.145	Gasoline & Oil	77,467.00	.00	77,467.00	7,136.51	.00	39,750.72	37,716.28	51	60,610.00
660.1362	Roll-Out Purchases	.00	.00	.00	.00	.00	.00	.00	+++	38,010.00
660.1391	Fleet Services -Departmental Expense Allocation	56,766.00	.00	56,766.00	1,941.25	.00	56,802.34	(36.34)	100	62,680.00
660.1392	Fleet Svcs- Outside Vends	25,000.00	.00	25,000.00	.00	.00	6,124.65	18,875.35	24	21,410.00
681.100	Capital Lease Principal	41,142.00	.00	41,142.00	.00	.00	41,141.33	.67	100	21,990.00
681.120	Capital Lease Interest	7,279.00	.00	7,279.00	.00	.00	7,278.16	.84	100	500.00
685.180	Membership Dues and Fees	600.00	.00	600.00	.00	.00	245.00	355.00	41	240.00
685.182	Other Operating Expenses	32,892.00	198,072.00	230,964.00	.00	.00	5,795.08	225,168.92	3	47,180.00
685.183	Depreciation	65,142.00	.00	65,142.00	.00	.00	48,042.20	17,099.80	74	45,940.00
685.186	Training	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
685.190	Landfill Fees	1,000.00	.00	1,000.00	.00	.00	391.05	608.95	39	380.00
686.189	Employee Medical	800.00	.00	800.00	.00	.00	.00	800.00	0	510.00
686.195	Repair/Maint Svc Contract	.00	.00	.00	180.00	.00	180.00	(180.00)	+++	180.00
686.196	Bank Charges/Fees	3,750.00	.00	3,750.00	213.14	.00	2,176.18	1,573.82	58	2,680.00
686.1895	Employee wellness services	7,996.00	.00	7,996.00	563.31	.00	4,360.92	3,635.08	55	3,970.00
687.202	Utility Billing Services	4,500.00	.00	4,500.00	91.40	.00	3,734.01	765.99	83	3,680.00
687.203	Contract Services	71,000.00	.00	71,000.00	15,816.06	81,575.85	71,300.22	(81,876.07)	215	59,100.00
687.204	Janitorial Services	2,458.00	.00	2,458.00	.00	.00	360.00	2,098.00	15	2,040.00
702.105	Interest on Bonds	.00	16,822.00	16,822.00	.00	.00	16,821.67	.33	100	16,820.00
702.110	Bond Principal	.00	15,070.00	15,070.00	.00	.00	15,070.22	(.22)	100	15,070.00
703.1001	Agent Fees	.00	.00	.00	.00	.00	385.00	(385.00)	+++	385.00
720.001	Provision for Bad Debts	1,500.00	.00	1,500.00	125.00	.00	1,250.00	250.00	83	1,250.00
730.120	Recycling Labor	38,400.00	.00	38,400.00	3,391.71	13,691.59	25,644.71	(936.30)	102	28,320.00
730.122	Recycling Operating	13,700.00	.00	13,700.00	867.71	.00	7,242.50	6,457.50	53	5,810.00
795.001	IT Internal Allocations	14,992.00	.00	14,992.00	2,913.05	.00	8,745.36	6,246.64	58	8,290.00
795.995	GF Cost Distribution	107,252.00	.00	107,252.00	.00	.00	80,438.94	26,813.06	75	81,770.00
900.3000	Buildings & Improvements	.00	.00	.00	750.00	7,500.00	1,406.09	(8,906.09)	+++	29,540.00
900.4200	Heavy Equipment	350,000.00	.00	350,000.00	.00	(125,609.53)	125,609.53	350,000.00	0	350,000.00
900.4300	Other Equipment	105,000.00	.00	105,000.00	15,988.75	.00	88,923.57	16,076.43	85	105,000.00
7999.9999	Principal Reclassified	.00	.00	.00	.00	.00	(15,070.22)	15,070.22	+++	15,070.00
9999.9999	Assets Reclassified	(455,000.00)	.00	(455,000.00)	.00	.00	(199,200.44)	(255,799.56)	44	(29,540.00)
Department 31 - Residential Sanitation Totals		\$1,280,169.00	\$229,964.00	\$1,510,133.00	\$81,094.88	(\$19,242.09)	\$895,738.89	\$633,636.20	58%	\$918,480.00
Department 32 - Commercial Sanitation										
410.001	Health Claims Cost	.00	.00	.00	.00	.00	266.64	(266.64)	+++	266.64

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 0035 - Waste Management Fund										
EXPENSE										
Department 32 - Commercial Sanitation Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$266.64	(\$266.64)	+++	\$0.00
EXPENSE TOTALS		\$1,280,169.00	\$229,964.00	\$1,510,133.00	\$81,094.88	(\$19,242.09)	\$896,005.53	\$633,369.56	58%	\$918,481.00
Fund 0035 - Waste Management Fund Totals										
REVENUE TOTALS		1,278,669.00	229,964.00	1,508,633.00	115,692.26	.00	1,181,197.03	327,435.97	78%	856,991.00
EXPENSE TOTALS		1,280,169.00	229,964.00	1,510,133.00	81,094.88	(19,242.09)	896,005.53	633,369.56	58%	918,481.00
Fund 0035 - Waste Management Fund Totals		(\$1,500.00)	\$0.00	(\$1,500.00)	\$34,597.38	\$19,242.09	\$285,191.50	(\$305,933.59)		(\$61,489.00)
Fund 0081 - Governmental Cap Assets										
EXPENSE										
Department 01 - Administration										
685.183	Depreciation	.00	.00	.00	.00	.00	390,548.49	(390,548.49)	+++	486,281.00
720.005	Loss on Asset Disposal	.00	.00	.00	.00	.00	.00	.00	+++	135,731.00
900.0000	Capital Outlay Elimination	.00	.00	.00	.00	.00	(467,094.06)	467,094.06	+++	(177,425.00)
Department 01 - Administration Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$76,545.57)	\$76,545.57	+++	\$444,591.00
Department 05 - Police										
685.183	Depreciation	.00	.00	.00	.00	.00	326,387.83	(326,387.83)	+++	331,841.00
720.005	Loss on Asset Disposal	.00	.00	.00	.00	.00	.00	.00	+++	(8,247.00)
900.0000	Capital Outlay Elimination	.00	.00	.00	(78,227.75)	.00	(665,342.20)	665,342.20	+++	(507,562.00)
Department 05 - Police Totals		\$0.00	\$0.00	\$0.00	(\$78,227.75)	\$0.00	(\$338,954.37)	\$338,954.37	+++	(\$183,960.00)
Department 12 - Public Works										
685.183	Depreciation	.00	.00	.00	.00	.00	105,033.48	(105,033.48)	+++	98,451.00
900.0000	Capital Outlay Elimination	.00	.00	.00	.00	.00	(9,160.00)	9,160.00	+++	(811,108.00)
Department 12 - Public Works Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,873.48	(\$95,873.48)	+++	(\$712,650.00)
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	(\$78,227.75)	\$0.00	(\$319,626.46)	\$319,626.46	+++	(\$452,017.00)
Fund 0081 - Governmental Cap Assets Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	
EXPENSE TOTALS		.00	.00	.00	(78,227.75)	.00	(319,626.46)	319,626.46	+++	(452,017.00)
Fund 0081 - Governmental Cap Assets Totals		\$0.00	\$0.00	\$0.00	\$78,227.75	\$0.00	\$319,626.46	(\$319,626.46)		\$452,017.00
Fund 0086 - Seized and Forfeited										
EXPENSE										
Department 05 - Police										
660.145	Gasoline & Oil	.00	.00	.00	.00	.00	.00	.00	+++	4,001.00
685.180	Membership Dues and Fees	.00	.00	.00	.00	.00	850.00	(850.00)	+++	801.00
Department 05 - Police Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850.00	(\$850.00)	+++	\$4,801.00
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850.00	(\$850.00)	+++	\$4,801.00
Fund 0086 - Seized and Forfeited Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT



Budget Performance Report

17.K.6

Fiscal Year to Date 04/30/24
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
	EXPENSE TOTALS	.00	.00	.00	.00	.00	850.00	(850.00)	+++	4,801
Fund	0086 - Seized and Forfeited Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$850.00)	\$850.00		(\$4,805)
Grand Totals										
	REVENUE TOTALS	44,375,135.00	1,776,461.00	46,151,596.00	3,043,424.25	.00	30,992,294.02	15,159,301.98	67%	30,680,971
	EXPENSE TOTALS	44,397,135.00	1,776,461.00	46,173,596.00	3,090,415.59	12,463,669.55	32,567,934.39	1,141,992.06	98%	28,210,461
	Grand Totals	(\$22,000.00)	\$0.00	(\$22,000.00)	(\$46,991.34)	(\$12,463,669.55)	(\$1,575,640.37)	\$14,017,309.92		\$2,470,500

Attachment: Finance Department Budget Performance April 2024 Report (4115 : Finance and IT

Active Businesses				
Business	Type of Business	Source	Status	Last Worked
3Chords Inc	Staffing agency for school districts, clinicians, and educators	Business Requested	PAID-INITIAL	5/26/2023
3M Company	Lease Equipment	Georgetown County Business Personal Property Tax	CALCULATION SENT	6/3/2024
A American Custom Garage Door & Service	Garage door installation, repair, and service	City Vendor List	AVENUE EXHAUSTED	6/19/2024
A&A Seamless Gutters	Gutter installation and cleaning	City Vendor List	AVENUE EXHAUSTED	10/13/2027
ABM Industries dba ABM Electrical Power Services LLC	Facility Management and Cleaning	Common Business	PAID-INITIAL	2/8/2023
Active Glass and Mirror (AG&M)	Commercial and residential glass services	City Vendor List	BIZ RESEARCHING	5/6/2024
ADP, Inc.	Payroll Processing	City Vendor List	PAID-INITIAL	12/29/2022
ADT Commercial LLC (The ADT Security Corporation)	Commercial Electronic Security Svcs.	Georgetown County Business Personal Property Tax	PAID-INITIAL	12/6/2023
All Source Enterprises, LLC (DBA Safe Industries)	Fire protection	Common Business	PAID-INITIAL	12/29/2022
Al-Tar	Cold storage, histology, calibration, on-site lab equipment repair, centrifuge services, lab balances	City Vendor List	AVENUE EXHAUSTED	11/6/2024
Altec Industries	Electric utility products	City Vendor List	CALCULATION SENT	5/30/2024
American Builders & Contractors Supply dba ABC Supply Co	Distributor of roofing, siding, windows, gutters and more	City Vendor List	PAID-INITIAL	11/30/2022
American Greeting Corp	Greeting cards-Marketing services	Common Business	PAID-INITIAL	11/30/2022
Amplify Education	Professional School Teacher Development plan and Tech Support	Georgetown County School Transparency List	2nd Phone Call	6/4/2024
Another Printer Inc	Printing and binding	City Vendor List	ONE AT A TIME	5/2/2024
Apex Learning	Digital Curriculum Consulting	Georgetown County School Transparency List	PHONE CALL	5/10/2024
Apollo Piping Design Services dba Aalberts Integrated Piping	Piping design, AIPS calibration, OEM manufacturing, sales reps	City Vendor List	AVENUE EXHAUSTED	9/10/2024
Apple Inc	Technology /software	Georgetown County School Transparency	APPLICATION-INITIAL	5/31/2024
Arc3 Gases South	Welding Products and Gases, rentals and repairs	Common Business	PAID-INITIAL	10/31/2022
Ascentium Capital LLC	Finance new and used equipment	Common Business	PAID-INITIAL	4/24/2023
ATCO International	Distributor of maintenance products	City Vendor List	PAID-INITIAL	2/8/2023
Augusta Fiberglass Coatings Inc	Engineering & Field service, repair, and maintenance	City Vendor List	APPLICATION-2ND FOLLOW UP	4/30/2024
B&M Well Drilling	Well drilling services	City Vendor List	AVENUE EXHAUSTED	5/23/2025
Badger Meter Inc	Water Flow Metering and Control Solutions. Travelling sales reps	City Vendor List	APPLICATION-2ND FOLLOW UP	4/25/2024
Baker Distributing Company	Equipment & Supplies. Have own company fleet of vehicles for delivery	Business requested	CALCULATION SENT	6/4/2024
Beckman Coulter Inc	Lease medical equipment	Common Business	PAID-INITIAL	11/30/2022
Beltram Edge Tool Supply, Inc. dba Beltram of the Carolinas	Full Service Restaurant Equipment Dealer, Deliver and Installation	Common Business	AVENUE EXHAUSTED	11/6/2024
Binswanger Enterprises, LLC	Glass & Repair	Common Business	PAID-INITIAL	11/30/2022
Blossman Gas and Appliance	Propane gas, appliance and service	Common Business	PAID-INITIAL	8/31/2023
Bobby's Appliance Center	Appliances and mattress sale. Home delivery and installation. Appliance repair	Georgetown County School Transparency List	AVENUE EXHAUSTED	11/6/2024
Boston Scientific Corp	Surgical Supplies	Common Business	PAID-INITIAL	8/16/2023
Brenntag Mid-South Inc	Chemical distribution	Georgetown County Vendor List	APPLICATION-INITIAL	6/4/2024
Brink's Incorporated	Armored truck services	Common Business	PAID-INITIAL	5/8/2023
C&S Solutions Inc	Locating, Inspecting, & Fault Finding Utilities Equipment, on-site training and demonstration	City Vendor List	AVENUE EXHAUSTED	9/1/2024
Camden Fire Extinguishers Services	Fire Extinguishers Installation, Test, Repair, Services, and Inspections	Common Business	PAID-INITIAL	4/4/2023
Canon Financial Services Inc	Lease office equipment	Common Business	PAID-INITIAL	12/29/2022
Carolina Industrial Equipment, Inc	Industrial Equipment and Supplier, rental, and service	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024
Carolina International Trucks, Inc.	Sells and services medium, heavy, and severe service International Trucks, IC Buses, delivery via company own fleet. Truck lease and rentals	City Vendor List	PHONE CALL	5/16/2024
Carolina Mobile Storage	Container rental (normal, refrigerated, climate controlled), mobile offices, container transportation, container modification	Common Business	AVENUE EXHAUSTED	11/30/2024
Carolina Office Systems Inc	Computer and office machine repair	Common Business	PAID-INITIAL	4/24/2023
Carolina Shine LLC	Cleaning supplies distributor, deliver via own company trucks, travelling sales reps	City Vendor List	CALCULATION SENT	5/21/2024
Carolina Turf Farms	Turf supplier, delivery via company owned fleet	City Vendor List	PHONE CALL	5/14/2024
Coast 2 Coast Lawns LLC	Land maintenance and lawn care	Georgetown County School Transparency List	AVENUE EXHAUSTED	8/12/2024
Coastal Capital Group Inc	Equipment leasing and financing	City Vendor List	Multiple Attempts	5/3/2024
Coastal Capital Leasing	Copy Machine Leasing	Business	PAID-INITIAL	3/7/2024
Coastal Staffing Services LLC	Staffin	City Vendor List	PAID-INITIAL	8/30/2023
Coastal Transfer and Storage	Moving/relocation services, self storage facilities	City Vendor List	APPLICATION-2ND FOLLOW UP	4/30/2024
Coastal Waterworks Plumbing	Residential and commercial plumbing services	City Vendor List	AVENUE EXHAUSTED	11/7/2024

Coastal Wire Company	Coil wire, box wire, high tensile galvanized wire. equipment parts and equipment service	Georgetown County Vendor List	APPLICATION-1ST FOLLOW UP	5/31/2024
CodeLynx	Audio visual and physical security design and installation for A/V, access control and video surveillance	Georgetown County School Transparency List	APPLICATION-1ST FOLLOW UP	5/31/2024
CoinCloud (Cash Cloud, Inc)	Bitcoin atm rental	Common Business	PAID-INITIAL	2/8/2023
Combs and Associates (Combs Technologies Inc)	Equipment for Water and Waterwater Treatment. Territory sales reps	City Vendor List	AVENUE EXHAUSTED	9/12/2024
Commercial Openings	Doors and frames, door hardware, bathroom partitions and accessories. On-site installation. Have own company fleet of vehicles	City Vendor List	AVENUE EXHAUSTED	8/11/2024
Community Design Solutions	Community Design & Planning services	City Vendor List	APPLICATION-INITIAL	5/31/2024
ComputerPlus Sales and Service Inc	Systems maintenance, hardware contract maintenance, managed imac services, depot repair and advanced exchange, printer equipment and supplies, on-site services	City Vendor List	AVENUE EXHAUSTED	10/19/2024
Consensus Construction and Consulting Inc	General Contractor	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024
Consolidated Pipe & Supply Company, Inc.	Pipe, Valve & Fitting Products and Services	City Vendor List	PAID-INITIAL	3/7/2024
Construction Materials Group	Construction materials supplier. Delivery offered	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024
Conway Rental Center (CRC)	Party and equipment rental	City Vendor List	Multiple Attempts	4/30/2024
Core & Main LP	Maintenance & repairs	Common Business	PAID-INITIAL	4/24/2023
CSC Leasing Company	Equipment leasing and financing	Georgetown County Business Personal Property Tax	PENDING APPLICATIONS	6/6/2024
CSC Serviceworks Inc	Lease Equipment	Common Business	PAID-INITIAL	4/24/2023
CSI Leasing	Lease Equipment	Common Business	PAID-INITIAL	10/31/2022
Culinary Depot - Columbia Office	Restaurant equipment, commercial refrigeration, smallwares, storage and transport, tabletop, disposable, furniture, janitorial supply. Installation team with own company fleet	Georgetown County School Transparency List	ONE AT A TIME	4/30/2024
D&W Sitework LLC	Demolition and Excavation services	City Vendor List	AVENUE EXHAUSTED	9/12/2024
Daikin Applied Americas Inc.	Commercial HVAC systems for heating, ventilation and air conditioning	Common Business	PAID-INITIAL	6/27/2023
Danny's Pest Control	Pest control services	City Vendor List	PHONE CALL	4/30/2024
Dawson Lumber Company	Lumber and building materials supplies. Delivery offered	City Vendor List	Multiple Attempts	5/7/2024
De Lage Landen Financial Services	Lease Equipment	Common Business	PAID-INITIAL	3/7/2024
Dell Marketing LP	Technology/Software-Lessor of equipment	City Vendor List	ONE AT A TIME	6/4/2024
Delta Medical Systems Inc	Medical Gloves	City Vendor List	Multiple Attempts	5/14/2024
Dependable Service Plumbing and Air Inc	HVAC and plumbing services	City Vendor List	PAID-INITIAL	2/5/2024
Digitalmint Bitcoin ATM	Bitcoin ATM	Common Business	ONE AT A TIME	6/4/2024
Dish Network LLC	Satellite service provider	Georgetown County Business Personal Property Tax	PAID-INITIAL	11/6/2023
DocuSystems Inc	Office copiers and equipment, managed IT, managed print services, document management service	City Vendor List	PAID-INITIAL	3/7/2024
Donald Withers Photography	Photograph services	City Vendor List	AVENUE EXHAUSTED	5/7/2024
Eadie's Construction Company Inc	Storm drain install/repair, sewer main install/repair, water main install/repair, sewer lift station install/repair, hydrant install/repair, jack and bore, directional drilling, septic systems, box culverts, demolition	City Vendor List	PHONE CALL	5/13/2024
Eadie's Industrial Inc	Industrial Vacuum services, combo sewer jet, sewer lift stations, water blasting, storage tank cleaning, video/camera inspections, drainage maintenance, remediation services	City Vendor List	Multiple Attempts	5/14/2024
East Coast Metal Distributors	HVAC product suppliers. Deliver via own truck	Common Business	PAID-INITIAL	2/8/2023
Eastland Pest Control	Pest control service	Georgetown County School Transparency List	AVENUE EXHAUSTED	7/7/2024
Eckberg Enterprises Inc.	Plumbing services	Georgetown County School Transparency List	PAID-INITIAL	4/15/2024
Ecolab Inc	Ecolab offers water, hygiene and infection prevention solutions and services	Common Business	AVENUE EXHAUSTED	8/5/2024
Esri Inc. (Environmental Systems Research Institute)	Consulting, Geo Spatial Mapping	City Vendor List	PHONE CALL	6/5/2024
Event Works Rentals (Peach Tree Tents and Events LLC)	Event Rentals, Tent Set Up, Consultation and Delivery	Georgetown County School Transparency List	PAID-INITIAL	7/12/2023
Ferrellgas LP (dba Blue Rhino)	Propane supplier	Common Business	PAID-INITIAL	11/30/2022
First Data Merchants Services LLC (Fiserv)	Installation of credit card machine and/or e-commerce credit system	Common Business	Biz bypassed	5/28/2024
FujiFilm North America Corporation	Medical imaging Equipment	Common Business	PAID-INITIAL	8/16/2023
Futura Systems Inc	Geo Spatial Mapping and asset management, staking and project tracker, FieldPro, outage management, Futura Flex	City Vendor List	PHONE CALL	4/30/2024
Georgetown Executive Center	Virtual office and temporary office leasing	Discovery	AVENUE EXHAUSTED	6/12/2024
Grand Strand Fire Sprinkler	Fire sprinkler system installation, fire sprinkle service/inspections, fire extinguisher inspection	City Vendor List	APPLICATION-1ST FOLLOW UP	4/30/2024

GSI-Generator Services Inc	Sales, service and repair	Common Business	PAID-INITIAL	3/1/2023
GXC Inc	Armed and unarmed security personnel, metal detectors, rental services with on site setup	Georgetown County School Transparency List	PAID-INITIAL	2/5/2024
H&E Equipment Services	Earthmoving, construction, industrial, material handling, and heavy equipment rental	Georgetown County School Transparency List	PAID-INITIAL	9/28/2023
Hallmark Marketing Company LLC	Greeting cards, gift wrap, ornaments & gifts	Common Business	PAID-INITIAL	10/31/2022
Hardwick's Landscaping LLC	Excavating and landscaping services	Georgetown County School Transparency List	PAID-INITIAL	2/5/2024
Herff Jones LLC	Sells educational recognition, achievement and motivational products/materials	Common Business	PAID-INITIAL	7/13/2023
Hershey Creamery Company	Ice Cream	Common Business	PAID-INITIAL	10/31/2022
Hill-Rom Company Inc	Lease Equipment	Common Business	ONE AT A TIME	7/4/2024
Hobgood Electric	Technical field services, industrial electrical contracting, apparatus repair services. Have own company fleet of vehicles	City Vendor List	APPLICATION-1ST FOLLOW UP	5/30/2024
Hometown Sheds	Metal sheds, wooden buildings, play sets, carports/garages, pre-owned sheds, dog kennels. Set-up and delivery	City Vendor List	APPLICATION-2ND FOLLOW UP	6/3/2024
Howard's Locksmith (Howard's Lock and Key)	Residential and commercial locksmith, automotive locksmith	City Vendor List	PHONE CALL	4/30/2024
Ice Machines International Inc	Ice vending technologies	City Vendor List	APPLICATION-1ST FOLLOW UP	4/30/2024
I-Leadr Inc	School development training services	Georgetown County School Transparency List	CALCULATION SENT	4/30/2024
Imperial Dade & Paper Co LLC	Supplies-Maintenance	Common Business	PAID-INITIAL	10/31/2022
Industrial Rewinding Inc	Sales, service, repair	City Vendor List	Multiple Attempts	5/3/2024
Industrial Solutions and Supplies		City Vendor List	PAID-INITIAL	3/7/2024
Interface Security Systems LLC	Lease Equipment	Common Business	AVENUE EXHAUSTED	7/19/2024
JCI Jones Chemicals Inc	re-packager of Chlorine and one of the largest Industrial Bleach manufacturers	City Vendor List	CALCULATION SENT	5/7/2024
Johnson-Lambe Company	sports equipment jersey designs, trophies and awards, Sales reps in SC	Georgetown County School Transparency List	PAID-INITIAL	10/19/2023
KCI USA, Inc. dba 3M Medical Solutions	Sell and rent medical equipment	Common Business	PENDING APPLICATIONS	5/31/2024
Kelly Services Global LLC	Employment Agency	Georgetown County School Transparency List	PAID-INITIAL	10/31/2022
Kelly Services Inc	Employment Agency	Georgetown County School Transparency List	PAID-INITIAL	10/31/2022
Kelly Services USA LLC	Employment Agency	Georgetown County School Transparency List	PAID-INITIAL	10/31/2022
L&W Supply Corporation dba Acoustical & Drywall Supply (ABC)	Products Supply/Delivery	Common Business	PAID-INITIAL	6/20/2023
Leading Up LLC	On-site professional and personal development	Georgetown County School Transparency List	AVENUE EXHAUSTED	8/6/2024
LEAF Capital Funding LLC	Lease Equipment	Common Business	CALCULATION SENT	6/6/2024
LiftOne, LLC	Lease Equipment	Common Business	PAID-INITIAL	10/31/2022
Lincare	Home healthcare services	Discovery	CALCULATION SENT	5/28/2024
Line Equipment Sales Company Inc	Test Lab, Tool Repair, Manufacturing, Delivery via own company fleet	City Vendor List	CALCULATION SENT	5/14/2024
Live Productions	Lighting, sound, staging, entertainment, planning/management/design, equipment rentals, power management	Georgetown County School Transparency List	AVENUE EXHAUSTED	9/18/2024
Loomis Armored US LLC	Armored truck services	Common Business	PAID-INITIAL	4/24/2023
Lux Vending dba Bitcoin Depot	Bitcoin atm rentals	Common Business	PAID-INITIAL	11/30/2022
Mansfield Oil Company	Supplies-Maintenance, fuel system design build, environmental compliance testing and reporting, fuel quality management, gas delivery and mobile fueling	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024
Masimo Americas Inc.	Medical monitoring machines	City Vendor List	2nd Phone Call	5/29/2024
McDaniel's Pressure Washing LLC	Pressure washing, window cleaning, painting, gutter cleaning	Georgetown County Vendor List	APPLICATION-1ST FOLLOW UP	6/6/2024
Meco Inc of Florence	Petroleum refueling, technicians come on site for maintenance/repairs, have own company fleet of vehicles	City Vendor List	PAID-INITIAL	11/30/2022
Modern Turf, Inc	Sport field landscaping	Georgetown County School Transparency List	AVENUE EXHAUSTED	7/5/2026
Motorola Solutions Inc	Access control systems, video security, body worn cameras, cybersecurity services, on-site preventative maintenance, technology lifecycle management	Common Business	PAID-INITIAL	11/6/2023
Nalco Company LLC	Water treatment	Georgetown County Business Personal Property Tax	PAID-INITIAL	8/22/2023
NetSource ET, LLC	Educational Technology	Georgetown County School Transparency List	AVENUE EXHAUSTED	8/15/2024
Nu-Idea School Supply Co.	Furniture supplier	Georgetown County School Transparency List	PAID-INITIAL	6/26/2023
Olympus America Inc	Equipment rental	Common Business	PAID-INITIAL	4/4/2023
Pawleys Island Locksmith	Locksmith services	City Vendor List	PAID-INITIAL	8/31/2023
Pawnee Leasing Corporation	Lease equipment	Common Business	PAID-INITIAL	6/7/2024
Pitney Bowes Global Financial Services	Lease postage equipment	Georgetown County Business Personal Property Tax	CALCULATION SENT	5/28/2024

Pro Kitchen LLC	Kitchen Equipment Installation and Service/Repair	Common Business	AVENUE EXHAUSTED	11/1/2024
ProPump & Controls Inc	Pump station install and maintenance, irrigation control panels and retrofits, wet well install, biogas systems, pipe fitting and fabrication. Sales reps	City Vendor List	APPLICATION-1ST FOLLOW UP	5/8/2024
Pugh Lubricants, LLC dba Apollo Oil, LLC	Distributor of automotive-fleet oils and greases, oil and fuel absorbents, and car oil,fuel, air filters	Common Business	PAID-INITIAL	10/31/2022
PVS Chemicals	Chemical manufacturing and delivery services	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024
Quench USA Inc (Advanced H2O Solutions LLC)	Water technology company that rents and services filtered water coolers.	Common Business	CALCULATION SENT	5/21/2024
Quest Resource Management Group	Recycling & Disposal Services and equipment rentals	Common Business	PAID-INITIAL	6/14/2023
Rentokil North America Inc dba J C Ehrlich Co, Inc	Pest control & consulting	Common Business	PAID-INITIAL	12/29/2022
Ricky's Tree Service	Tree removal and trimming, tree cutting services, bush hog service, debris removal, land clearing, demolition, crane and bucket truck service, highway clearance	City Vendor List	Multiple Attempts	5/3/2024
Robert Half International Inc	Accounting Staffing Agency	Common Business	PAID-INITIAL	2/15/2024
Royal Cup Inc	sale of coffee and tea	Common Business	PAID-INITIAL	4/24/2023
Rug Doctor LLC	Rental cleaning supplies	Common Business	PAID-INITIAL	12/29/2022
Safeware Inc	Safety equipment rentals and sales, on-site technical services. Have own company fleet of vehicles	City Vendor List	Multiple Attempts	5/31/2024
Security Solutions of America	Guarding, event security, mobile patrol, remote guarding, perimeter security, client specialized training	Georgetown County Vendor List	AVENUE EXHAUSTED	11/10/2024
Shutterfly Lifetouch, LLC (Previously Lifetouch National School Studios Inc)	Pictures taken at school locations	Common Business	PAID-INITIAL	3/27/2024
Sirchie FingerPrint Labs	Crime Scenes Investigation & Forensic Science Solutions and training	City Vendor List	APPLICATION-2ND FOLLOW UP	6/6/2024
Smith's Addressing Machine Services	Installation, onsite service, and preventive maintenance-	Georgetown County School Transparency List	2nd Phone Call	5/17/2024
Snider Tire Inc dba Snider Fleet Solutions	Roadside service with mobile service trucks, tire retread, fleet management, onsite scheduled services, forklift repairs. Have own company fleet of vehicles	Common Business	PAID-INITIAL	12/6/2023
Southeastern Paper Group	Distributor of disposables, packaging, janitorial/sanitation supplies and equipment	City Vendor List	ONE AT A TIME	6/6/2024
SPATCO Energy Solutions	Equipment installation & repairs	Common Business	PAID-INITIAL	11/30/2022
Stone Construction Company	Excavation Contractor, septic services	City Vendor List	PAID-INITIAL	6/4/2024
Strategic Connections	Telephone services support, audio visual support, structures cabling support, fire alarm support, fire protection support, have own company fleet of vehicles for on site installation/repairs	City Vendor List	BIZ RESEARCHING	5/28/2024
Stryker Sales LLC (dba Stryker Medical)	Medical devices and equipment	Common Business	PAID-INITIAL	12/6/2023
Sunbelt Solomon Services LLC	Industrial transformer sales, services, and rent	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024
Superior Plus Energy Services dba Freeman Gas	Propane Supplier- delivery, install/repair	Business Self Reported	PAID-INITIAL	2/2/2024
Talotta Contract Interiors	Moving and delivery services, project management, installations, interior designers, space planning. Have own company fleet of vehicles	City Vendor List	APPLICATION-1ST FOLLOW UP	6/7/2024
Tanner Industries Inc	Anhydrous Ammonia & Aqua Ammonia supplier, storage tanks, and pump out services	City Vendor List	NEW ACCOUNT LOAD	1/12/2024
Therapy Travelers LLC	Staffing agency for school districts, clinicians, and educators	Business request	PAID-INITIAL	5/26/2023
TIAA Commercial Finance, Inc	Commercial equipment leasing	Common Business	PAID-INITIAL	11/30/2022
TIAA FSB	Commercial Equipment Leasing (Separate Entity from TIAA Commercial Finance)	discovery	PAID-INITIAL	11/30/2022
Timepayment Corporation	Lease Equipment	Common Business	PAID-INITIAL	4/11/2024
Tisdale Plumbing Company	Plumbing services	Georgetown County School Transparency List	AVENUE EXHAUSTED	8/12/2024
Toyota Industries Commercial Finance INC	Forklifts Financial Services	Common Business	PAID-INITIAL	4/12/2024
Trane US Inc	Maintenance Repairs	Georgetown County School Transparency List	PAID-INITIAL	11/30/2022
Trinity Services Group Inc	Food service	Georgetown County Vendor List	PENDING APPLICATIONS	5/8/2024
TruckPro LLC	Truck parts and service experts	Common Business	CALCULATION SENT	5/28/2024
True Blue Nursery Inc	Plants delivery, design and planning, pavers and brickwork, planting shrubs and trees, plant diagnosis and treatment, patios and water features	City Vendor List	APPLICATION-INITIAL	6/7/2024
US Foods, Inc.	Food supplier (retail)	Georgetown County School Transparency List & City Vendor List	PAID-INITIAL	11/30/2022
Utility Transformer Brokers (UTB Transformers)	Substation transformers, padmounted transformers, polemounted transformers. Rental units, field service techs	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024

Vector Security Inc	Home and commercial security, access control, smart home systems. Installation of products	Georgetown County Vendor List	APPLICATION-INITIAL	5/31/2024
ViaSat, Inc.	Lease and install internet equipment	Common Business	PAID-INITIAL	11/6/2023
W.W. Grainger, Inc	Cleaning and Sanitation	Common Business	PAID-INITIAL	12/30/2022
W.W. Williams Company, LLC	Vehicle Parts/Service/Repair	Common Business	PAID-INITIAL	11/30/2022
Wells Fargo Vendor Financial Services	Equipment leasing	Common Business	PAID-INITIAL	12/6/2023
Wesco Distribution Inc dba Englewood Electrical Supply Company	Automation Solutions, Managed Solutions, Training Solutions, Inventory Management and Consolidation, Lighting Services, Ecommerce	City Vendor List	ADDRESS REQUEST	6/7/2024
Williams Scotsman, Inc. (dba WillScot dba Mobile Mini)	Builds/leases modular buildings, portable classrooms, and mobile office space	Common Business	PAID-INITIAL	2/8/2023
WIN LLC	Recruitment, schedule management, cost management, risk management, quality management, process management, 3rd party consulting/support	Georgetown County School Transparency List	APPLICATION-2ND FOLLOW UP	5/22/2024
WM Building Envelope Consultants LLC	Exterior Walls, Roofing and Waterproofing consulting services	Georgetown County School Transparency List	AVENUE EXHAUSTED	7/18/2024
Wyeth Holdings, LLC (Pfizer Inc)	Medical Equipment sales and rental	Common Business	PAID-INITIAL	2/8/2023
Xerox Corporation	Lease Equipment		PAID-INITIAL	11/27/2023
Xerox Financial Services LLC	Lease printer equipment	Common Business	APPLICATION-INITIAL	5/31/2024
Zimmer US, Inc.	Lease Equipment - sales and marketing of orthopedic, sports medicine, surgical and trauma products	Common Business	PAID-INITIAL	11/6/2023

Statistics:**New Business Licenses Issued:****License Activity Report**

Activity Date Range 05/01/24 - 05/31/24

Detail Listing

License For	Activity Date
BROOKLYN TRANSPORTATION SERVICES LLC	05/28/2024
1	
CHARLIE LEE, LLC	05/30/2024
1	
S.S.S. SO. EAST DIST WOMEN'S DEPORT	05/15/2024
DOLGENCORP LLC	05/31/2024
2	
HdL	05/15/2024
Atlantic Coast Pressure Washing	05/02/2024
The Crazy Mason Mobile	05/09/2024
Shutterfly Lifetouch LLC	05/13/2024
Toyota Industries Commercial Finance	05/31/2024
Danielle O'Hanlon	05/17/2024
The Barista Boss Beverage Co	05/16/2024
Palmetto Surface Cleaning LLC-Derrill Dozier	05/31/2024
RICE'S SOUL FOOD	05/31/2024
9	
13	

Projects Progress:

Grants: Please see the attached schedule for the details on each grant award.

FY23, 24, and 25 Financial Statement Audit RFP. As required, procurement requested a proposal for financial statement audit services for FY23, 24, and 25. Based on the information provided, Finance recommended that we go forward with Mauldin & Jenkins (<https://www.micpa.com>). Council approved on May 19, 2022.

The FY2024 audit preliminary has begun but on-site fieldwork dates have not been established.

South Carolina Business License Tax Standardization Act 176: Our first season of issuing business Council approved the Business License Ordinance to include the new Standardization procedures and requirements on **September 15, 2022.**

Chapter 1, Article II, "Business Licenses" of the Code of Ordinances for the City of Georgetown by replacing Article II in its entirety.

Update:

Update: Finance continues to receive and process renewals through the portal, in person, and by mail. However, many have been rejected for failure to submit required revenue documentation.

Update: MASC required NAICS codes and rates to be rebalanced, council approved 2nd reading at the January meeting.

Annual Business License Renewals were sent out on February 23, 2024. Businesses are accessing the online portal.

DataMax/HDL Companies: DataMax has been acquired by HDL Companies. Day-to-day business will continue as normal and our contacts will remain the same. HDL Companies can provide more diverse service offerings and additional resources for local governments.

The City received and approved the listing of potential businesses operating within the City without a business license for May 2024. (See Active Businesses Report)

The City received approved payments from two companies totaling \$960.76 before reimbursement to HDL Companies, per contract.

Lease Purchase Resolution: Council approved a Resolution on September 22, 2022 in the amount of \$600,000 to lease purchase four vehicles budgeted for FY23 to include: Ford F-250, Electric Line Truck, Garbage Truck, and a Chevy Tahoe. The City closed on October 4, 2022, and will move forward to procure these vehicles.

All vehicles except the Garbage Truck (estimated delivery is Fall 2024) have been purchased and delivered.

Santee Cooper Legal Settlement: All active utility accounts have received their credit. We are continuing to work through the remaining inactive utility accounts. A Santee Cooper Credit Voicemail line has been set up (843) 545-4050 for customers to call and leave a message concerning their credit or provide us with information needed on where to send their check if they are no longer a customer with the City of Georgetown.

The process of distributing approximately 11,000 checks for all amounts due no matter how small has required a high administrative burden on the Finance Department staff. Many checks will go uncashed due to mail problems, bad addresses, or small amounts the recipient fails to cash. An additional settlement distribution is expected in the coming months. Uncashed checks must be reconciled on monthly bank reconciliations and eventually reported to the SC State Treasurer as uncashed checks. We must send out one follow-up letter for each uncashed check regardless of amount, and we have to submit funds related to all uncashed checks \$50 and above to the State Treasurer. In some instances, we have been asked to reissue checks that have been uncashed for 90 days. We are approaching the end of the project. The refunds are in the amount of \$3.00 or less at this current point. We are about to wrap up the first round of issued refunds. There will be additional work required related to bank reconciliation and uncashed checks reporting to the State Treasurer. An additional 2nd settlement check is expected from Santee Cooper in the coming months.

Update: Flyers have been mailed and posted to our Facebook page regarding the reimbursement process. Swiftwater is collecting all responses through the email provided and will apply appropriate credits to all accounts. Completion is still expected on or before June 30, 2024.

Update: Council approved at the regular December 21st meeting for credits to be applied to all active accounts upon customer request within 30 days of notification. Inserts will be included in utility billings. Swiftwater Strategies is expected to complete credit reimbursements on or before May 31, 2024.

Update: Council approved Swiftwater Strategies proposed reimbursement methodology at the regular September 21st meeting. These reimbursements are expected to be completed on or before December 31, 2023.

The City received the 2nd settlement check from Santee Cooper on March 6th for \$519,385.81. Dr. Yudice has informed Council that the City will seek an outside 3rd party to handle these reimbursements.

Budget

Update: 1st Reading of the FY2024-2025 proposed budget was approved as presented in the amount of \$48,830,818 on May 16, 2024, at the regular scheduled council meeting.

Finance presented a balanced budget of \$48,572,440 at the budget workshop held on April 18, 2024. The second budget workshop is scheduled for May 2, 2024.

The annual budget retreat was held on March 28, 2024. Finance presented a balanced budget of \$48,643,796. The first budget workshop is scheduled for April 18, 2024, at 4 pm.

IT

BS&A software contract has been executed and project work for implementation began in August 2023.

Update: We have received a preliminary timeline for implementation ("Go Live") from BS&A for January 7, 2025.

Other

Finance currently has open positions for an Accountant and a Customer Service Representative.

Attached are the Budget Performance Reports for April 2024. With the earlier Council Meeting Agenda deadline, monthly financial information will be for the previous month.