

**PUBLIC HEARING & REGULAR MEETING OF CITY COUNCIL
APRIL 21, 2016 - 5:30 PM
COUNCIL CHAMBERS
GEORGETOWN, SC**



Notice of this meeting has been made in accordance with the 1976 Code of Laws of South Carolina Freedom of Information Act.

1. **CALL TO ORDER**
2. **ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
3. **PUBLIC HEARING**
 - A. **The purpose of the Public Hearing is to receive citizen input concerning an ordinance to amend the Miscellaneous Utility Fees and Charges contained in the City Clerk's Official Record to add a restore fee of \$30 to delinquent utility accounts and change Waste Hauler Fee to \$20/500gals.**
4. **INVOCATION & PLEDGE OF ALLEGIANCE**
5. **PUBLIC COMMENTS**
6. **INTRODUCTION OF NEW EMPLOYEES**
7. **FINANCE**
 - A. **Motion to approve second reading of an Ordinance to Amend the Miscellaneous Utility Fees and Charges Contained in the City Clerk's Official Record to: 1) Add a Restore Fee of \$30 to Delinquent Accounts 2) Change Wastehauler Fee to \$20/500gals.**

Attachments:

 - 1 **AN ORDINANCE TO AMEND THE MISCELLANEOUS UTILITY FEES AND CHARGES March 2016** (PDF)
 - B. **Motion to approve second reading on 2015/2016 Budget Amendments in the Water and Wastewater Funds in the amounts of \$67,197 and \$74,566 respectively for the change orders to the Highway 17/701 Project.**

Attachments:

 - 1 **Budget Amendment FY 15-16 Water Fund III** (PDF)
 - 2 **Budget Amendment FY 15-16 Wastewater Fund II** (PDF)
 - C. **Motion to approve Financial Audit Services Extension for one (1) year with Greene Finney & Horton CPA Firm (with an option for a one year renewal).**

Attachments:

 - 1 **Audit Extension Letter** (PDF)
8. **POLICE**

- A. Motion to approve request to apply for financial support from Body Worn Camera Fund.**

Attachments:

- 1 Request for Financial Support BWC Fund (PDF)

9. FIRE

- A. Motion to approve purchase and payment to NAFECO for purchase of 9 sets of Firefighter Turnout Gear in the amount of \$18,362.59.**

Attachments:

- 1 Firefighter Turnout Gear Quotes (PDF)

10. PUBLIC WORKS

- A. Motion to approve repairs and upgrades to Morgan and Ben Cooper Parks and payment to Greenwall Construction Service in the amount of \$66,731.00.**

Attachments:

- 1 ben cooper park.picnicshelter (PDF)
2 CAROLINA CUSTOM CONTRACTORS BID (PDF)
3 COASTAL STRUCTURES BID (PDF)
4 DeckMP.aerialmap (PDF)
5 GREENWALL CONSTRUCTION BID (PDF)
6 morganpark.photos (PDF)
7 MorganParkObservationDeck.EngineerPlans (PDF)

11. WATER UTILITIES

- A. Motion to authorize staff to enter into a contract and approve payment to Southeast Pipe Survey, Inc. for the Cherry Street Sewer Rehabilitation in the amount of \$78,728.25.**

Attachments:

- 1 Bid Tab 2016 (PDF)

12. ELECTRIC UTILITIES

- A. Motion to pass a Resolution authorizing the City Administrator to terminate the Pole Attachment Agreement between the City and Time Warner Cable effective June 20, 2016.**

Attachments:

- 1 Georgetown SC Resolution terminating Pole Attachment Agreement to (PDF)
2 TWCCouncilpacket042116 (PDF)

13. ADMINISTRATION

- A. Motion to approve first reading of an ordinance granting consent for application for State Franchise for Video Service on behalf of Frontier Communications of the Carolinas LLC.**

Attachments:

- 1 Ordinance of Consent for Frontier Communications LLC (PDF)
- 2 Frontier Application (PDF)
- B. Motion to approve Tych & Walker Architect, LLP and Coastal Structures Corporation as the selected Design-Build Firm for the Fire Station #2 Project.**
Attachments:
 - 1 Notes for recommending Design-Build Team 4-2016 Reg Mtg (PDF)
- C. Motion to approve an Agreement between the City of Georgetown and Coastal Structures Inc. for the Design and Build Of Fire Station #2.**
Attachments:
 - 1 Contract 4-13-16 (Tych-Walker Coastal Structures) (PDF)
- D. R-5 Zoning and Manufactured Housing.**

14. CITY ADMINISTRATOR REPORT

15. MINUTES

- A. Motion to approve minutes of Regular Meeting of City Council dated March 17, 2016 and Special Meeting/Workshops dated March 24, 2016 and April 7, 2016.**

16. OLD BUSINESS

17. NEW BUSINESS

18. DEPARTMENT MONTHLY REPORTS

- A. March 2016 Georgetown PD**
Attachments:
 - 1 Monthly Letter - March 2016 (PDF)
- B. March 2016 Fire Report**
Attachments:
 - 1 March 2016 Fire Report (PDF)
- C. March 2016 Public Works Department Report**
Attachments:
 - 1 MAR.2016 (PDF)
- D. March 2016 Fleet Services Report**
Attachments:
 - 1 Monthly Report (PDF)
- E. March 2016 Electric Utility Department Report**
Attachments:
 - 1 march16report (PDF)
- F. March 2016 Water Utilities Report**
Attachments:
 - 1 March 2016 Water Utilities Report (PDF)

G. March 2016 Engineering Report

Attachments:

- 1 Engineering Monthly Report_March 2016 (PDF)

H. March 2016 Housing and Community Development Report

Attachments:

- 1 March 2016 Monthly Report (PDF)

I. March 2016 Finance and IT Departments Report

Attachments:

- 1 March 2016 Finance & IT Report (PDF)
2 Grants-Monthly Rpts FY15.16 (PDF)
3 GovDeals-Monthly Rpts FY 15.16 (PDF)
4 Budget Performance Report II- March 2016 (PDF)

19. EXECUTIVE SESSION

Motion to enter Executive Session pursuant to Section 30-4-70(a)(1) to discuss appointments to the Architectural Review Board and Georgetown Housing Authority and Section 30-4-70(a)(2) to receive legal update as it relates to 08-CP-22-1490 (re: agreement) and 2:16-cv: 157-PMD (order of remand).

Motion to adjourn Executive Session and return to Regular Session.

NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

20. APPOINTMENTS

- A. Motion to appoint member(s) to Architectural Review Board and Georgetown Housing Authority.**

21. ADJOURNMENT

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



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ORDINANCE

DOC ID: 2021

Council Meeting Date:	21 April 2016
Department:	Finance
Issue Under Consideration:	Motion to Approve Second Reading of An Ordinance to Amend the Miscellaneous Utility Fees and Charges Contained in the City Clerk's Official Record to: 1) Add a Restore Fee of \$30 to Delinquent Accounts 2) Change Wastehauler Fee to \$20/500gals
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	
Financial Impact:	Increased revenues in both the Electric Fund and the Wastewater Funds to mainly offset existing expenses.
Points to Consider:	Restore Fee: This fee of \$30 will be assessed on all unpaid utility bill balances over \$10 that remains unpaid twenty-eight days after the billing date. This fee may be paid on the following month's bill. Waste Hauler Fee: This fee has not been revised in over ten years. Treatment of this waste is higher concentrated than normal wastewater that we collect in our system. Both Fees will be effective July 1, 2016.
Options:	Approve or Disapprove.
Staff Recommendations:	Approve

Reviews:

Debra Bivens Completed 03/09/2016 5:15 PM
Chris Carter Completed 03/09/2016 5:24 PM
Ann U. Mercer Completed 03/10/2016 9:01 AM
Georgetown City Council Completed 03/17/2016 5:30 PM

Attachments:

1. 1 AN ORDINANCE TO AMEND THE MISCELLANEOUS UTILITY FEES AND CHARGES
March 2016 (PDF)

**MOTION TO APPROVE SECOND READING OF AN ORDINANCE TO AMEND THE
MISCELLANEOUS UTILITY FEES AND CHARGES CONTAINED IN THE CITY CLERK'S
OFFICIAL RECORD TO: 1) ADD A RESTORE FEE OF \$30 TO DELINQUENT ACCOUNTS
2) CHANGE WASTEHAULER FEE TO \$20/500GALS**

AN ORDINANCE TO AMEND MISCELLANEOUS UTILITY FEES AND CHARGES CONTAINED IN THE CITY CLERK'S OFFICIAL RECORD OF UTILITY RATES, DEPOSITS, AND MISCELLANEOUS FEES AND CHARGES FOR THE CITY OF GEORGETOWN, SOUTH CAROLINA

WHEREAS, it is prudent and fiscally responsible for the City of Georgetown to periodically review established fees and charges; and

WHEREAS, City Council has previously adopted certain provisions addressing applicability of miscellaneous fees and charges to City utility customers; and

WHEREAS, the provisions referred to above are contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges.

NOW, THEREFORE, BE IT ORDAINED by City Council of the City of Georgetown, South Carolina, that the miscellaneous fees and charges contained in the City Clerk's Official Record of Utility Rates, Deposits, and Miscellaneous Fees and Charges be revised as follows:

Amendments:

Restore Fee (during office hours) \$30.00

This fee will be assessed on all unpaid utility bill balances over \$10 that remains unpaid twenty-eight days after the billing date. This fee may be paid on the following month's bill. In addition, this fee will not be assessed on payment plan or extensions of payment granted.

Waste Haulers Fees \$20.00 per 500 gallons

The effective date of these amendments: July 1, 2016.

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:

Ann U Mercer
City Clerk

Jack M Scoville, Jr
Mayor

APPROVED AS TO FORM:

First Reading: March 17, 2016
Second Reading: April 21, 2016

Elise F Crosby
City Attorn



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ORDINANCE

DOC ID: 2030

Council Meeting Date:	21 April 2016
Department:	Finance
Issue Under Consideration:	Motion to Approve Second Reading on 2015/2016 Budget Amendments in the Water and Wastewater Funds in the amounts of \$67,197 and \$74,566 respectively for the change orders to the Highway 17/701 Project.
Amount Requested:	\$67,197 – Water Fund \$74,566 – Wastewater Fund
Is Item in Current Budget?	No
If no, please explain:	
Financial Impact:	Reduction to each fund balance.
Points to Consider:	To fund change orders already completed.
Options:	Approve or Disapprove.
Staff Recommendations:	Approve.

Reviews:

Debra Bivens Completed 03/10/2016 7:51 AM
 Chris Carter Completed 03/10/2016 8:44 AM
 Finance Skipped 03/10/2016 7:47 AM
 City Attorney Completed 03/10/2016 10:07 AM
 Ann U. Mercer Completed 03/10/2016 10:15 AM
 Georgetown City Council Completed 03/17/2016 5:30 PM

Attachments:

1. 1 Budget Amendment FY 15-16 Water Fund III (PDF)
2. 2 Budget Amendment FY 15-16 Wastewater Fund II (PDF)

MOTION TO APPROVE SECOND READING ON 2015/2016 BUDGET AMENDMENTS IN THE WATER AND WASTEWATER FUNDS IN THE AMOUNTS OF \$67,197 AND \$74,566 RESPECTIVELY FOR THE CHANGE ORDERS TO THE HIGHWAY 17/701 PROJECT.

**AN ORDINANCE TO AMEND THE 2015/2016 ANNUAL BUDGET FOR
THE CITY OF GEORGETOWN, SOUTH CAROLINA**

WHEREAS, certain expenditures considered necessary to the operations of the City of Georgetown have arisen subsequent to adoption of the 2015/2016 annual budget ordinance.

NOW, THEREFORE, BE IT ORDAINED by City Council duly assembled the 21st day of April, 2016, that the 2015/2016 annual budget be amended to incorporate the following supplemental appropriation:

WATER FUND

Original Appropriations	\$ 2,307,407
Supplemental Appropriation:	
For unanticipated expenditure: 17/701 Project Change Order	67,197
Total Amended Budget	\$ 2,374,604

PASSED by City Council duly assembled this 21st day of April 2016.

ATTEST:

Ann U Mercer
City Clerk

Jack M. Scoville, Jr.
Mayor

APPROVED AS TO FORM:

First Reading: March 17, 2016
Second Reading: April 21, 2016

Elise F Crosby
City Attorney

**AN ORDINANCE TO AMEND THE 2015/2016 ANNUAL BUDGET FOR
THE CITY OF GEORGETOWN, SOUTH CAROLINA**

WHEREAS, certain expenditures considered necessary to the operations of the City of Georgetown have arisen subsequent to adoption of the 2015/2016 annual budget ordinance.

NOW, THEREFORE, BE IT ORDAINED by City Council duly assembled the 21st day of April, 2016, that the 2015/2016 annual budget be amended to incorporate the following supplemental appropriation:

WASTEWATER FUND

Original Appropriations	\$ 3,388,107
Supplemental Appropriation:	
For unanticipated expenditure: 17/701 Project Change Order	74,566
Total Amended Budget	\$ 3,462,673

PASSED by City Council duly assembled this 21st day of April 2016.

ATTEST:

Ann U Mercer
City Clerk

Jack M. Scoville, Jr.
Mayor

APPROVED AS TO FORM:

First Reading: March 17, 2016
Second Reading: April 21, 2016

Elise F Crosby
City Attorney



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2045

Council Meeting Date:	21 April 2016
Department:	Finance
Issue Under Consideration:	Motion to Approve Financial Audit Services Extension for One (1) Year with Greene Finney & Horton CPA Firm (with an option for a one year renewal).
Amount Requested:	NA
Is Item in Current Budget?	
If no, please explain:	NA
Financial Impact:	Contract amount will remain the same.
Points to Consider:	A) Strong Experience with SC Local Governments. B) Knowledge of all the new Accounting (GASB) Implementations for Pensions, OPEB, etc. C) Provide continuity on new construction projects. D) Have a Good Understanding of the City Finances.
Options:	Approve or Disapprove.
Staff Recommendation:	Approve.

Reviews:

Debra Bivens Completed 04/12/2016 4:03 PM

Chris Carter Completed 04/12/2016 5:06 PM

Ann U. Mercer Completed 04/13/2016 11:02 AM

Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Audit Extension Letter (PDF)



Greene Finney & Horton

CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

June 29, 2015

Mrs. Debra Bivens
Director of Finance
City of Georgetown
120 North Fraser Street
Georgetown, SC 29440

Dear Debra:

This letter is to provide you with a proposal for continuing to provide audit services to the City of Georgetown, South Carolina ("City"). Thank you for giving us the opportunity to do so.

The audit fee for the year ended June 30, 2015 will be \$36,100 (which includes \$5,600 for financial statement preparation and a one-time additional fee of \$1,500 for the implementation of GASB #68). You requested a proposal for a contract extension from us based on several options. We thought we would provide you a quote (a) for a one year contract extension with an option for a one year renewal (b) a three year contract extension with an option for a one year renewal and (b) a five year contract extension with an option for a one year renewal.

(a) One year contract with option for one year renewal

We would propose fees which include the preparation of the financial statements as follows (excluding single audit which would be \$3,500 for each year applicable):

June 30, 2016:	\$34,500
June 30, 2017:	\$35,250 (Option Year)

(b) Three year contract with option for one year renewal

We would propose fees which include the preparation of the financial statements as follows (excluding single audit which would be \$3,500 for each year applicable):

June 30, 2016:	\$33,000
June 30, 2017:	\$33,750
June 30, 2018:	\$34,500
June 30, 2019:	\$35,250 (Option Year)

Attachment: Audit Extension Letter (2045 : Motion to Approve Financial Audit Services Extension for One (1) Year)

(c) Five year contract (with option for one year renewal)

We would propose fees which include the preparation of the financial statements as follows (excluding single audit which would be \$3,500 for each year applicable):

June 30, 2016:	\$31,500
June 30, 2017:	\$32,250
June 30, 2018:	\$33,000
June 30, 2019:	\$33,750
June 30, 2020:	\$34,500
June 30, 2021:	\$35,250 (Option Year)

Of course, as it has been in the past, if there are significant changes in the scope of our work due to changes in regulations or standards, changes in the City's operations, single audit requirements, etc. then our fees may also change. If this occurs we will discuss the potential impact on our fees (as we have in the past) and come to a mutual agreement on a new fee.

We trust you have seen our commitment to excellence, our integrity, our experience, and the value we bring to the City. We would truly enjoy continuing our relationship with the City.

Please feel free to contact me if you have any questions and/or comments.

Sincerely,



David G. Phillips, CPA
Partner



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2050

Council Meeting Date:	21 April 2016
Department:	Police Department
Issue Under Consideration:	Motion to Approve Request To Apply For Financial Support From Body Worn Camera Fund
Amount Requested:	N/A
Is Item in Current Budget?	No
If no, please explain:	Item In CIP For 2016/2017 Budget
Financial Impact:	N/A
Points to Consider:	Funding Request Deadline Of April 29, 2016
Options:	1. Approve 2. Disapprove
Staff Recommendation:	Staff Recommends Approval

Reviews:

Paul Gardner Completed 04/13/2016 10:49 AM
 Debra Bivens Completed 04/13/2016 11:05 AM
 Chris Carter Completed 04/13/2016 11:12 AM
 Ann U. Mercer Completed 04/13/2016 11:29 AM
 Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Request for Financial Support BWC Fund (PDF)

Request for Financial Support Body-Worn Cameras Fund

In order to access available funds contained within the Body-Worn Cameras (BWC) Fund and under the authority of the SC Public Safety Coordinating Council, eligible agencies are requested to provide the information below to the Office of Highway Safety and Justice Programs (OHSJP) within the SC Department of Public Safety. Please attach your agency's BWC policy and the letter indicating approval of said policy from the SC Law Enforcement Training Council with this form. **The deadline for submitting this form to OHSJP is April 29, 2016. The form should be submitted to the attention of Mr. Nate Lloyd, Office of Highway Safety and Justice Programs - SC Department of Public Safety, P.O. Box 1993 Blythewood, SC 29016.**

Name of Agency: Georgetown Police Department **Date:** April 11, 2016

Address: 2222 Highmarket Street, Georgetown, SC 29440

Point-of-Contact name/phone number: Paul Gardner (843) 545-4390

Number of uniformed officers whose primary function is to answer calls for service and interact with the public, or officers who have a reasonable expectation that they will:

21

Number of BWC currently in use by your Agency: 0

BWC data storage capacity: 10 Terabytes

Annual estimated BWC data storage costs: \$ 1,000.00

Annual estimated BWC data maintenance costs: \$ 6,490.00

FUNDING/REIMBURSEMENT REQUEST AMOUNTS

Are you requesting reimbursement for previously-purchased BWC, storage, or maintenance? Yes No X

If yes, amount requested: \$ (Note: Purchase must be on or subsequent to July 1, 2012. Please attach supporting purchase documentation.)

Are you requesting funding for the initial purchase or replacement of BWC?

Yes X No

If yes, number of BWC requested? 21 Amount requested: \$ 29,925.00

Are you requesting funding for the initial purchase of BWC data storage or maintenance?

Yes X No

If yes, amount requested: \$ 7,490.00

GRAND TOTAL REQUESTED BY AGENCY: \$ 37,415.00

Chief/Sheriff/Director

Agency Chief Financial Officer

Attachment: Request for Financial Support BWC Fund (2050 : Body Worn Camera Fund)



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2038

Council Meeting Date:	21 April 2016
Department:	Fire Department
Issue Under Consideration:	Motion to Approve Purchase and Payment to NAFECO for Purchase of 9 sets of Firefighter Turnout Gear in the Amount of \$18,362.59.
Amount Requested:	\$18,362.59
Is Item in Current Budget?	No
If no, please explain:	New gear being purchased with Insurance Proceeds.
Financial Impact:	\$1000.00 Deductible
Points to Consider:	Turnout gear was damaged in October 2015 Flood
Options:	Approve or Not Approve
Staff Recommendation:	Approve Purchase

Reviews:

Charles W. Cribb Completed 04/11/2016 8:56 AM
 Debra Bivens Completed 04/12/2016 2:32 PM
 Chris Carter Completed 04/12/2016 2:46 PM
 Ann U. Mercer Completed 04/12/2016 3:55 PM
 Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Firefighter Turnout Gear Quotes (PDF)

Fax: 256-355-0852
info@nafeco.com

Quote Number: 869493

Date: 4/05/16

Quote Expiration: EXPIRES 30 DAYS

To: GEO140
GEORGETOWN CITY FIRE DEPT.
1405 PRINCE STREET
GEORGETOWN, SC 29440
United States of America

F.O.B. Point: FOB SHIP POINT

Salesperson: Chris Catalano (SC)

Quote Prepared By: Heather Harris

[illegible]

Thank you for your business.

Attachment: Firefighter Turnout Gear Quotes (2038 : Purchase of Turnout Gear)



7200 Poe Ave, Suite 400
Dayton, OH. 45414

Phn 800-421-2926
Fax 877-803-1032

QUOTE

Department:	Dealer Hdqtrs.	Reference #	LPR-DIRECT
Georgetown City Fire Dept	LION	Reg Sls Mgr	John Weaver
1405 Prince Street	Lorraine Reibert	Ins. Sls Rep	Jay Salyers
Georgetown, SC 29440	7200 Poe Ave STE 400	Prepared By	Lorraine Reibert
USA	Dayton, Ohio 45414	Start	4/5/2016
	United States	Expiration	5/1/2016
Document Name	GeorgetownSC_Quote_Direct		
Freight Terms	FOB: US Destination	Delivery ARO	60 DAYS ARO LION
Payment Terms	NET 30	Ship Via	Fed Ex Ground

Prepaid for delivery w/in 48 contiguous states.

LPR-DIRECT **Please reference this Quote Number on your Purchase Order** Pricing Page: 1

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
1	9	*** CUSTOM TURNOUT COAT - 2015 ***		\$2,107.00	\$18,963.00
2					
3		Coat Model / Design	V-Force® Bi-Swing Coat		
		Janesville® V-Force® Bi-Swing Coat			
4		Coat Model / Design	CVBM/F		
		Male - CVBM-32, CVBM-35; Female - CVBF-29, CVBF-32			
5					
6		Coat Liner & Moisture Barrier	K7 - Traditional		
		Traditional Liner, Glide™ face cloth quilted to 2.3 oz NOMEX®/Kevlar® spunlace & 1.5 oz AraFlo® Dri, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane			
7		Coat Inner Yoke Reinforcement	LYR233		
		(Std) Semper Dri® front and back yokes sewn to coat thermal liners. (RM1377-059) - V-Force Bi-Swing			
8		Waterwells - Ever-Dri	CLW217		
		Chambray DWR 2-Layer NOMEX®/Kevlar® spunlace quilt/pajama check crosstech with 1" elastic wrist shield. W-well with 3/4" loop, male snap, sewn to coat liner sleeves (MADE 1" WIDER IN CIRCUMFERENCE THAN STANDARD).			
9		Coat Wristlets	CLW753		
		(Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex® construction			

Attachment: Firefighter Turnout Gear Quotes (2038 : Purchase of Turnout Gear)

LPR-DIRECT Please reference this Quote Number on your Purchase Order

Pricing Page: 2

Ln #	Qty	Description	MFG Part #	Unit Price	Ext. Price
10		Liner Pocket	CLP720		
		8.5" x 8.5" Black outer shell coat liner pocket. 1" loop at top inside of pocket along the entire width with corresponding 1" hook on liner for closure.			
11		Instructions for Above	SPECIAL INSTRUCTIONS		
		>>> CLP720 REPLACES STD.			
12		Coat Outer Shell Material	Armor AP		
		Armor AP, 6.5 oz, KHAKI			
13		Drag Rescue Device	BHS020		
		(Std) DRD: Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 1x3.5" self-fabric straps with 1x2" hook and loop.			
14		Reflective Trim	CT504RPY		
		3" Viz-a-V™ Yellow Diamond Reflexite Ventilated Trim for V-Force			
15		Coat Shell Attachment	CSA709		
		(Std) 1x2" Self Fabric strap w/ 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap. (Cannot be used on coat where liner is 3" from shell). (Standard on V-Force)			
16		Coat Collar	CR236		
		(Std) 3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure. V-Fit			
17		Collar Flashing	CLF221		
		(Std) 3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236 & CR237			
18		Liner Inspection System	CLO208		
		(Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats			
19		MISC. Fasteners	MF020		
		(Std) 1.5x3" hook sewn to right front shell for the Coat Liner Inspection System - V-Fit			
20		Coat Cuff Reinforcement	CC722-BLK		
		Black Poly-Coated Aramid Cuff Reinforcements (MADE 1" WIDER IN CIRCUMFERENCE THAN STANDARD) - V-Fit; USE w/ CLW217.			
21		Coat Elbow Reinforcement	EB521-BLK		
		Contoured Black poly-coated aramid elbow patch w/ 1 layer GIC E-88 foam padding. V-Force Bi-Swing			
22		Coat Shoulder Reinforcement	SC711		
		Self fabric shoulder caps w/ GIC E-88 foam padding			

Attachment: Firefighter Turnout Gear Quotes (2038 : Purchase of Turnout Gear)

LPR-DIRECT Please reference this Quote Number on your Purchase Order

Pricing Page: 3

Ln #	Qty	Description	MFG Part #	Unit Price	Ext. Price
23		Coat Closure System	SF244		
		(Std) 2.5" stormflap (Square Corners) W/2 Layer self fabric & 1 lyr Gore RT7100 PTFE, thermo plastic zipper in, 1.5" hook & 1.5" loop out (zipper in, hook on coat front, loop on stormflap with poly-coated aramid tab for V-Fit Bi-Swing coat			
24		Turn-Out Pockets	HP573		
		(2) 8.5 x 8" patch pocket & handwarmer combination with expandable 2" pleat self fabric 4.5" up inside on pocket, self fabric backer, 2 pieces 1.5 x 2.75" loop on pocket & 2 pieces 1.5 x 2.75" hook on flap.			
25		Item Location for Above	PKTLOC-FOHL		
		Front bottom- Left & Right			
26		Turn-Out Pockets	RP514		
		3.5x 9x2" Radio pocket w/ Polycotton fully lined all 3 sides inside pocket, 1 pc. 1x2" loop on pocket & 1 pc. 1x2" hook on flap.			
27		Item Location for Above	PKTLOC-CL		
		Chest Left			
28		Flashlight Strap	FLS554		
		1.25x8.5" self fabric flashlite strap with 1 piece 1x2" loop on one end & 1 piece 1x2" hook on other end, 1x2 self fabric with 703 fastener bartacked 5" above strap.			
29		Item Location for Above			
		Right Chest; MT550 to be between SF and snap-hook component.			
30		Lettering Patches	LP34		
		>>>> 5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.			
31		Lettering Patch Attachment	LPV13		
		>>>> 1.5x18" loop sewn to coat back inside at hem, 1.5x18" hook to top edge of 5x18" patch. Loop sewn to hem with white thread thru the trim.			
32		Lettering Patch Attachment	LPS6		
		>>>> 1 male snap at top corners of letter patch & 2 female logo snaps on inside of shell to align with the male snaps = 2 male & 2 female nonlogo snaps.			
33		Sewn On Lettering	LTRP3YNS		
		>>>> Sewn On 3" Lime/Yellow Reflexite® Diamond Plated Letters (each line) 6 - 12 Alpha Numeric Name Characters			
34		Lettering			
		Lettering shall be for FF Names.			
35		Location for Lettering			
		On above patch (LP34)			
36		Sewn On Lettering	LTRP2YNS		
		>>>> Sewn On 2" Lime Yellow Reflexite® Diamond Plated Letters (each line) 6 - 12 Alpha Numeric Name Characters			
37		Lettering			
		Lettering to read - GEORGETOWN			

LPR-DIRECT Please reference this Quote Number on your Purchase Order

Pricing Page: 4

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
38		Location for Lettering			
		Arched on yoke (LINE 1 OF 3).			
39		Sewn On Lettering	LTRP3YIS		
		>>>> Sewn On 3" Lime/Yellow Reflexite® Diamond Plated Letters (each line) max 5 Alpha Numeric ID Characters			
40		Lettering			
		Lettering to read - CITY			
41		Location for Lettering			
		Across yoke (LINE 2 OF 3)			
42		Sewn On Lettering	LTRP3YIS		
		>>>> Sewn On 3" Lime/Yellow Reflexite® Diamond Plated Letters (each line) max 5 Alpha Numeric ID Characters			
43		Lettering			
		Lettering to read - FIRE			
44		Location for Lettering			
		Across yoke (LINE 3 OF 3)			
45		Instructions for Above	SPECIAL INSTRUCTIONS		
		>>> "GEORGETOWN" IS 2"; "CITY" & "FIRE" IS 3". OFFICER COATS MAY HAVE SUBSTITUTE LETTERING FOR "CITY" & "FIRE". IF THOSE OFFICER COATS ARE LARGE ENOUGH, THE REQUEST IS TO USE 3" FOR "GEORGETOWN".			
46		Mic Tab	MT501		
		2" x 5" triple layer self fabric mic tab sewn on to shell and four bartacks, two each end			
47		Item Location for Above	MTLOC-LCARP		
		Left Chest above Radio Pocket			
48		Mic Tab	MT550		
		>>>> 1x2" Self fabric mic tab bartacked at each end.			
49		Item Location for Above			
		Right Chest between snap-hook of FLS and SF.			
50		Hanger Loop	HL02		
		Standard 5/8" x 5 1/2" Self fabric hangerloop.			
51					
52	9	*** CUSTOM TURNOUT PANTS - 2015 ***		\$1,418.00	\$12,762.00
53		--- INCLUDES SUSPENDERS ---			

Attachment: Firefighter Turnout Gear Quotes (2038 : Purchase of Turnout Gear)

LPR-DIRECT Please reference this Quote Number on your Purchase Order

Pricing Page: 5

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
54					
55		Pant Model / Design V-Force High-Back Pant	PVHM/F		
56		Pant Liner & Moisture Barrier Traditional Liner, Glide™ face cloth quilted to 2.3 oz NOMEX®/Kevlar® spunlace & 1.5 oz AraFlo® Dri, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane	K7 - Traditional		
57		Liner Inspection System (Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.	PLO200		
58		Pant Outer Shell Material Armor AP, 6.5 oz, KHAKI	Armor AP		
59		Pant Fly Closure (Std) Sewn on pant FLY with PJ CROSSTECH®, closure thermo plastic zipper inside with 1.5" hook & loop, 3/4" hook underneath PJ crosstech for liner attachment. V-Fit	FLY233		
60		Take Up Straps 1 pair 1/2" x 8 1/2" self fabric postman take-up straps, 2 bartacks each strap and 5/8" postman slides.	TUP506		
61		Leg Tabs (Std) 2 Black Leather leg tabs per leg with non-logo female snaps.	LGT000-BLK		
62		Pant Knee Reinforcement Black Poly coated aramid contoured knees with 2 layers Lite-N-Dri padding V-Fit.	KP214-BLK		
63		Pant Cuff Reinforcement Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.	PC504-BLK		
64		MISC. Pant Options "Boot cut" pant legs.	PMO542		
65		Turn-Out Pockets 10x10x2" Full bellow pocket w/ KEVLAR® twill fully lined all 4 sides, 1 pc. 1x10" loop on pocket & 3 pcs. 1x3" hook on flap. --- USE FBP654 ON SMALLER PANTS ---	FBP651		
66		Item Location for Above Thigh Left	PKTLOC-TL		
67		Turn-Out Pockets 9x10x2" Full Bellow Poclet w/ KEVLAR® lined all 4 sides, (2) add layer of outer shell fabric lined with KEVLAR® on shell inside pocket, first layer 6.5" high, second layer 4.5" high, both layers stitched in 3" increments to create 6 comp, 1 pc. 2x9" loop on pocket, 3 pcs 1.5x3" hook on shell. --- USE FBP1042 ON SMALLER PANTS ---	FBP1002		

Attachment: Firefighter Turnout Gear Quotes (2038 : Purchase of Turnout Gear)

LPR-DIRECT Please reference this Quote Number on your Purchase Order

Pricing Page: 6

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
68		Item Location for Above	PKTLOC-TR		
		Thigh Right			
69		Reflective Trim	PTC4RP3Y		
		3" Yellow Diamond Reflexite Ventilated Reflective trim around leg bottoms- 4 rows lockstitch.			
70		Instructions for Above	SPECIAL INSTRUCTIONS		
		>>>> ADD PKT7 REFLECTIVE TRIM ACROSS BOTTOM (1" ABOVE) OF POCKET; TO THIGH POCKETS.			
71		Reflective Trim	PTHB4RP3Y		
		>>>> 3" Yellow Diamond Reflexite Ventilated Reflective trim sewn horizontally at top of high-back panel. 4 rows lockstitch. ***MUST ADD COMMENT TO HBPS# WHEN USING THIS PART***			
72		Instructions for Above	SPECIAL INSTRUCTIONS		
		>>> PTHB4RP3Y WILL ONLY BE ACROSS SQUARE FLAP (THE SECTION WITH VELCRO ON THE BACK SIDE).			
73		Suspender Attachment	PMO702		
		2-2" wide (self/mat) suspender tabs with 2 male and 2 female logo snaps attached to waist (front) reinforced with 2 bartacks each.			
74		Suspenders	SR840		
		40" V-BACK quick adjust - non-stretch padded suspenders - Red; APPLIES TO ALL AVAILABLE LENGTHS.			

SubTotal	\$31,725.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$31,725.00

Lion First Responder PPE, Inc. hereby gives notice of its objection to any different or additional terms or conditions except for any such terms and conditions as may be expressly accepted by Lion First Responder PPE, Inc. in writing. Unless different or additional terms and conditions are accepted in writing, the terms and conditions stated above shall apply, and such terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties.

Attachment: Firefighter Turnout Gear Quotes (2038 : Purchase of Turnout Gear)



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2040

Council Meeting Date:	21 April 2016
Department:	Public Works
Issue Under Consideration:	Motion to approve repairs and upgrades to Morgan and Ben Cooper Parks and payment to Greenwall Construction Service in the amount of \$66,731.00.
Council Meeting Date:	21 April 2016
Department:	Public Works and Keep Georgetown Beautiful
Issue Under Consideration:	Motion to approve repairs and upgrades for Morgan and Ben Cooper Parks and payment to GreenWall Construction in the amount of \$66,731.00.
Amount Requested:	\$66,731.00
Is Item in Current Budget?	Yes, - The total costs for the observation deck installations at Morgan Park is \$21,623.00. Funds for the observation deck installation will come from the International Paper Grant in the amount of \$14,100.00 and \$7,523.00 will come out of the HTAX portion of the ATAX/HTAX. - Installation and upgrades to the Picnic shelters and roofing at Ben Cooper and Morgan Parks will be funded out of the HTAX portion of the ATAX/HTAX budget in the amount of \$45,108.
If no, please explain:	
Financial Impact:	
Points to Consider:	Ben Cooper Park – Roof upgrades: - The existing roof at this park is more than 10 years old. The roof structure along with the vents and plywood at the gable ends are worn, deteriorated and poses a safety hazard and needs to be replaced. Morgan Park – Historic Sign, Picnic Shelter Roof & Floor upgrades: - Install new roof shelter over existing Historic board sign. - The existing shingles on this picnic shelter roof is more than 20 years old. The plywood, gable ends and trimming needs to be replaced. The deck floors are deteriorating and is a safety hazard.

	Morgan Park - Observation Deck: Keep Georgetown Beautiful on behalf of the City of Georgetown submitted a grant to International Paper proposing an Education Observation Deck in Morgan Park in November 2012. The grant was approved in the amount of \$15,000.00 and the City received the check in December 2012. There has been contact with IP throughout the process. Engineering plans for the observation deck in the amount of \$900.00 were taken out of the IP Grant leaving a remaining balance of \$14,100.00 for deck installations. Various factors have caused the delay but is now on tract to start and be completed.
Options:	
Staff Recommendation:	Staff recommends contracting services with GreenWall Construction.

Reviews:

Sterling Geathers Completed 04/12/2016 4:26 PM

Debra Bivens Completed 04/12/2016 5:03 PM

Chris Carter Completed 04/12/2016 5:06 PM

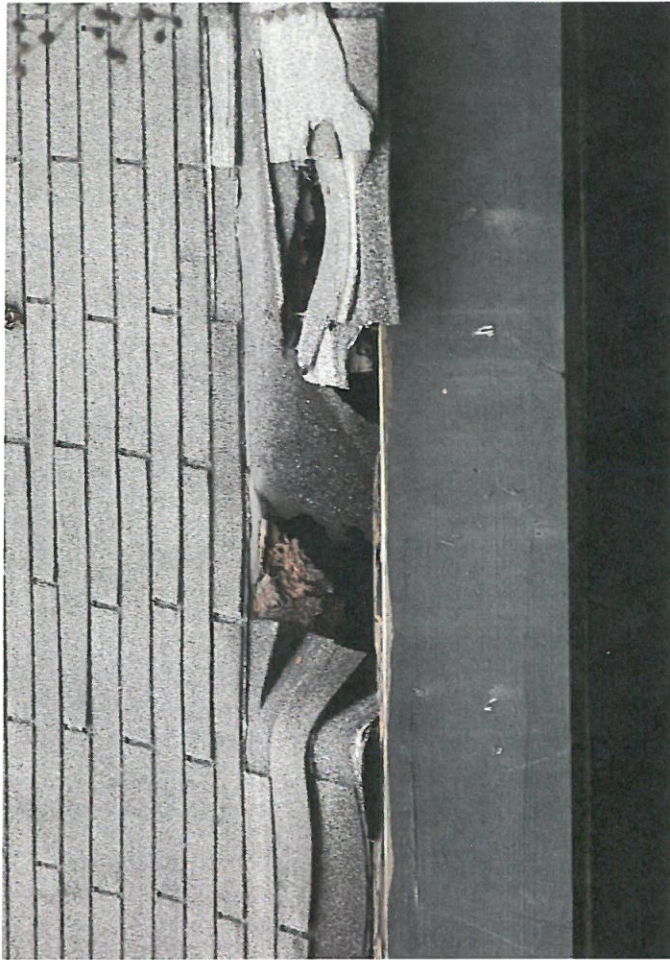
Ann U. Mercer Completed 04/13/2016 8:46 AM

Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 ben cooper park.picnicshelter (PDF)
2. 2 CAROLINA CUSTOM CONTRACTORS BID (PDF)
3. 3 COASTAL STRUCTURES BID (PDF)
4. 4 DeckMP.aerialmap (PDF)
5. 5 GREENWALL CONSTRUCTION BID (PDF)
6. 6 morganpark.photos (PDF)
7. 7 MorganParkObservationDeck.EngineerPlans (PDF)

BEN COOPER PARK





CAROLINA CUSTOM CONTRACTORS, LLC.

Veteran Owned * SCDOT DBE Certified * SC Certified Minority Owned

Patrick W. Condon**March 20, 2016****Prepared for:**

Mrs. Bonnie Infinger, Purchasing Agent
City of Georgetown
120 N Fraser Street
Georgetown SC 29440

RFB for Repairs and Upgrades for Morgan and Ben Cooper Parks**Provide materials and labor to complete the following:**

Ben Cooper Park- Remove and replace existing roof structure at picnic area as set forth by the RFB (see photos provided; However, we can be flexible on final design)

Project Cost.....\$24,370.00

Morgan Park- Remove and replace existing roof structure at picnic area and add small roof for Historical Signage as set forth by the RFB (see photos provided; However, we can be flexible on final design).
 Remove and replace picnic shelter decking boards as set forth by the RFB.

Project Cost.....\$38,182.00

Morgan Park- Construct and install new Observation Deck as per Exhibit A.

Project Cost.....\$36,181.00

TOTAL PROJECT COST.....\$98,733.00

- ❖ All work to be conducted in a workman like manner. Daily clean up will be conducted and all construction debris and materials will be removed at completion of project.
- ❖ Any change orders will be in writing and signed by both parties.

Regards,

Patrick Condon



REQUEST FOR BIDS
Repairs and Upgrades for Morgan and Ben Cooper Parks
Project# 12-2016-002
DUE: Monday, March 7, 2016 at 10 am EST (local time)

The City of Georgetown is seeking bids from qualified and licensed specialty contractors experienced in providing construction services for recreational parks similar to Morgan and Ben Cooper Parks located in the City. The successful contractor shall comply with all requirements set forth in the RFB and provide all necessary work to complete a specific project for the City for a new observation deck for Morgan Park per specifications and construction drawings available. The new observation deck will be the hallmark of this overall project. Additional work required will include various new construction and roofing projects, as well as site prep, paving, demolition and proper removal and disposal of debris as required. Contractor will be expected to provide a secure storage for project materials, as well as a safe working environment at all times. Mandatory Site Visit is scheduled for interested contractors for either 9 am or 2 pm on Monday, February 29, 2016. Please contact Cindy Thompson, KGB Coordinator, at 843.545.4100, or cthompson@cogsc.com for an appointment.

A copy of the Request for Bids, including general requirements and instructions for submittal, may be obtained from the City's website at www.cogsc.com under "Bids", or by contacting Bonnie L. Infinger, Purchasing Agent, at 843.545.4043, or blinfinger@cogsc.com. Bids are due no later than 10:00 am on Monday, March 7, 2016. Late submittals will not be accepted or considered for any reason. Submittals may be hand delivered or mailed as follows:

Attention: Bonnie L. Infinger, Purchasing Agent
 City of Georgetown
 120 N Fraser St (29440)
 PO Drawer 838 (29442)
 Georgetown, South Carolina

No RFB will be accepted after its due date and time specified above. Fund or sealed proposals will not be accepted for any reason. The City reserves the right to waive any technicalities or informatics and to accept or reject any and/or all submittals 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 bidder submitting an RFB. All costs relating to the preparation and delivery of the RFB shall be borne by the participating bidder.



REQUEST FOR BIDS

REQUESTOR: City of Georgetown
Post Office Drawer 939 (29442)
120 North Fraser Street (29440)
Georgetown, SC
Contact: Bonnie L Infinger, Purchasing Agent
843.545.4043 office
843.546.5435 fax
binfinger@cogsc.com

PROJECT: Repairs and Upgrades for Morgan and Ben Cooper Parks
Project# 12-2016-002

DUE: No later than Tuesday, March 7, 2016, by 10:00 AM (local time)

RETURN TO: City of Georgetown, South Carolina
Post Office Drawer 939 (29442)
120 North Fraser Street (29440)
Georgetown, South Carolina
Attention: Bonnie L Infinger, Purchasing Agent

Released
February 23, 2016

Background

The City of Georgetown is located on the coast of South Carolina between Myrtle Beach and Charleston and has a population of approximately 9,363. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.cogsc.com.

Purpose/General Description

The City of Georgetown is seeking bids from qualified and licensed specialty contractors experienced in providing construction services for recreational parks similar to Morgan and Ben Cooper Parks located in the City. The successful contractor shall comply with all requirements set forth in the RFB herein, and provide all necessary work to complete a specific project for the City for a new Observation Deck for Morgan Park per the Specifications and Construction Drawings prepared by Advantage Engineering in PDF format, and provided as Exhibit A hereto. The new observation deck will be the hallmark of this overall project.

In general, work required to complete this project will include, but not limited to, various new construction and roofing projects. Also, services may include site prep, paving, demolition and proper removal and disposal of debris as required. Contractor will be expected to provide a secure storage for project materials, as well and a safe working environment at all times. Site pictures for Morgan and Ben Cooper Parks are also attached hereto as Exhibits B and C respectively.

The deadline for submittal is Monday, March 7, 2016, by 10:00 am (local time). Bid submittals must be completed and returned by the submittal deadline with initialed copies of each page of the RFB document. Late, emailed, or faxed submittals will not be accepted or considered for any reason.

General Scope of Services/Special Work Requirements (Overview)

Ben Cooper Park

Install new roof to replace existing picnic roof areas.

- *Current conditions are in bad shape and upgrades are strongly needed to roof areas.*
- Pictures are provided in Exhibit C.

Morgan Park

- Install new roof needed over Morgan Park Historical Sign.
- Install new picnic shelter and roof to replace existing equipment.
- Construct and Install new Observation Deck. *Engineering Plans available for Observation Deck.*
- *Current picnic shelter and roof areas are in bad shape and deteriorating. Wooden floor boards, picnic tables, along with roof areas are damaged and hazardous and are to be replaced. City requires removal of old grill equipment from park.*
- Pictures are provided in Exhibit B.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials 

Specifications:

- Remove existing roof shingles, picnic tables, cooking grills and dispose of debris.
- At Morgan Park - Remove existing wood flooring and replace with wood.
- Furnish and install materials for roof and shelter areas.
- Furnish and install standing seam metal roof panels in standard color to match existing playground equipment at Ben Cooper Park and use same color for Morgan Park.
- Panels to be fabricated on site using 24 gallon galvalume, 16" wide.
- Furnish and install roof related flashing and trim, color and gage to match roof panels.
- Furnish manufacturers paint warranty and workmanship warranty.
- Wooden materials and provide equipment to install observation deck areas.
- Contractor must provide a conceptual drawing for roof and picnic shelter areas.

The contractor shall be responsible for coordinating any and all issues that may arise on the work site concerning permitting, connections/disconnections of utilities, as well as other issues regarding plumbing, electrical, water, sewer, or waste disposal with the City.

Prior to commencement of the project, the City and contractor will coordinate a walk-through on the properties to ensure that all issues of the project schedule, security, and safety for the worksite are understood and agreed upon between both parties.

Successful bidder must coordinate with the City of Georgetown the working hours. All working hours are to be approved by the City. Once the project begins, work will be conducted as agreed upon with the City and shall not be delayed for any reason other than approved by the City.

Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project except as set forth and agreed upon by the City. Contractor shall pay any and all costs or expenses associated with demolition, removal, and proper disposal for any and all project materials.

The contractor shall take proper measures to protect adjacent or adjoining property which might be injured and/or damaged by any process of the contract work by the contractor. In case of injury or damage, the contractor shall restore at his/her own expense the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done to the satisfaction of the City.

The contractor shall provide any and all barricades and lighting for the project or portion of the project within which operations are being conducted. All operations and stock piles of materials and/or stored equipment shall be adequately barricaded for eminent safety at all times. The contractor is totally responsible and liable for assuring that sound safety practices are adhered to. Contractor's Insurance requirements are stated in the RFB document herein. Property is to be left with land and pavements or sidewalks in safe condition during progress of work and when completed. Entire work area shall be left to a normal level or "first class" condition as judged by the City.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials

The City appreciates the contractor's expertise and capabilities and does not intend to write a detailed specification to address every technical feature and component of this project. Contractor is responsible to perform the work as outlined in the RFB, and Specification and Construction Drawings prepared by Advantage Engineering (Exhibit A) for Morgan Park. Contractor must submit their bid in its own format, and itemized by work to be completed for each park area.

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

Questions

For questions regarding the City's Request for Bids process or services sought, please contact Bonnie L. Infinger, Purchasing Agent, at binfinger@cogsc.com, or 843.545.4043; Cindy Thompson, KGB Coordinator, at 843.545.4100 or cthompson@cogsc.com; or Natrona Simmons, Public Works Office Manager, at 843.545.4701, or nsimmons@cogsc.com. For technical, construction oversight, and permitting information regarding this project please contact Ricky Martin, Housing and Community Development Administrator, at martin@cogsc.com or 843.545.4017.

Mandatory Pre-Bid Meeting/Site Visits

It is mandatory that contractor view worksite(s) prior to submitting RFB by contacting Cindy Thompson, KGB Coordinator, at 843.545.4100, or cthompson@cogsc.com for an appointment. Appointments may be scheduled either for 9 am or 2 pm on Monday, February 29, 2016. Contractors will meet at City Hall, 120 N Fraser St, Georgetown, SC 29440 for a brief project overview and conclude with site visits. Detailed viewing of the worksite locations will enable clarification of the scope of work as needed, so it may be identified and agreed upon between the City and the Contractor. Bids will not be accepted or considered from a contractor not represented at the Pre-Bid Meeting.

Process

The City of Georgetown will conduct the selection of a qualified contractor for the Repairs and Upgrades for Morgan and Ben Cooper Parks in the following manner:

1. The RFB documents will be made available to interested contractors and accessible by contacting Bonnie L. Infinger, Purchasing Agent, at 843.545.4043 or binfinger@cogsc.com. All bids must be submitted as required. The bid submittal must be completed in ink or typewritten and executed by a legal duly authorized officer of the contractor submitting the RFB. In addition, all contractors must return and initial each page of the RFB with its itemized bid. By initialing each page, contractors will be indicating that they have read and understand the requirements of the RFB, and their price is based on such requirements.
2. Project Specifications and Construction Drawings from for the Morgan Park Observation Deck are attached hereto as Exhibit A for reference and duplication.

3. The bids will be received and evaluated as described in this RFB. At the City of Georgetown's discretion, a short list of the most qualified contractors may be compiled and these may be asked to be available for questions.
4. At the conclusion of the bid process, bids from qualified contractors may be presented to the Georgetown City Council for review and approval, if required.
5. A contractor will be selected for contract negotiations.
6. The City of Georgetown will notify winning contractor of intent to offer contract award.
7. Due to possibility of negotiation with any contractor submitting a reasonable and responsible bid which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFB, prices may not be divulged at time of opening.

Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFB to the contract award:

MILESTONE EVENT	DATE
1. RFB Issuance	Tuesday, February 23, 2016
2. Pre-Bid Meeting/Site Visits (MANDATORY – By Appointment (See Page 3 of RFB for details))	Monday, February 29, 2016 at 9 am or 2 pm (local time)
3. RFB Submittals Due	Monday, March 7, 2016 at 10:00 am (local time)
4. Submittal Review and Selection of Preferred Candidate (tentative)	Monday-Thursday, March 7-10, 2016
5. Council Approval/Contract Award (tentative)	Thursday, March 17, 2016 at 5:30 pm (local time)
6. Project Schedule (tentative)	Schedule to be Coordinated with City & Contractor - (Project Completion to be set for Approximately 30-45 days from contract award.)

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major material or date change, the City of Georgetown will notify known participants. The City also reserves the right to cancel or reissue the RFB and/or revise the project schedule at any time. The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials 

Submittal Instructions

1. To be considered, interested parties must submit by the deadline one (1) unbound original and three (3) copies of its bid submittal on or before 10:00 am Monday, March 7, 2016 (local time) to:
 Bonnie L Infinger, Purchasing Agent
 City of Georgetown
 120 N Fraser St (29440); PO Drawer 939 (29442)
 Georgetown, South Carolina
2. All bids should be clearly marked, "RFB for Repairs and Upgrades for Morgan and Ben Cooper Parks". It is the sole responsibility of the bidders to have RFBs delivered to the City of Georgetown before the closing hour and date. Bids that are faxed, e-mailed, or received late will not be accepted or considered for any reason. The official clock shall be that of the City's Purchasing Agent.
3. All bids must be valid for a period of sixty (60) days following the bid opening date.
4. Bids must address all RFB requirements. Partial or incomplete bids may be rejected.
5. All costs incurred in preparing the bids, or costs incurred in any other manner by the bidder in responding to this RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this bid become the property of the City of Georgetown and will not be returned.
6. Any proprietary information contained in the proposal should be so indicated as follows:
Vendor Disclosure—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 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 fifteen (15) day deadline to produce the material. 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."
7. Bids must be made in the official name of the company or individual under which business is conducted (showing official business address and contractor's proof of licensure), 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 bidder.
8. List of Professional References for Similar Work Performed – Must list at least three (3) references of similar work with telephone number and name of person to contact.
9. Disqualification and Rejection of Bids – The City of Georgetown reserves the right to reject any bid of a contractor who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the bid documents, contract of similar nature, or to reject the bid of a contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves

12-2016-002

City of Georgetown Request for Bids

 Bidder's Initials  5

the right to award the contract to the contractor that best meets the requirements as set forth herein.

10. **Assignment of Contract** – Assignment by the selected contractor of any contract to be entered into in accordance with this RFB will not be recognized by the City of Georgetown 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 as follows:
 - Comprehensive General Liability (per occurrence)
 - Comprehensive Auto Liability (per occurrence)
 - Workers' Compensation Liability (as required by State of South Carolina statutes)

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 at Fax No. 843.527.6173; email, lbell@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the Agreement.
12. **Bid and Performance Bonds** – Bid and Performance Bonds or other securities may be requested as deemed advisable to protect the City's interest as per Section 2-186 of the City's Procurement Policy. (See Exhibit D)
13. **Indemnification** - The selected proposer agrees to indemnify, defend and hold harmless the City of Georgetown 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 the agreement.
14. **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 and relating to the technical environment and requirements of the project. The contractor shall hold the City harmless and indemnify same in the event of non-compliance.
15. **Business License and Permits** - The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses as/if required. The business license department may be reached at 843.545.4041, or jgilliard@cogsc.com. Contact is Jestin Gilliard, Revenues Manager. These expenses shall be included in the total bid unit price.

Submittal Evaluation

Contracts shall be awarded to the lowest responsive and responsible contractor. In determining lowest responsive and responsible contractor, in addition to price, the Purchasing Agent, Department Head, and/or the City Administrator or designee 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;

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials 

- (c) The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- (d) The quality of performance of previous contracts or services provided by the contractor;
- (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; and
- (g) Whether the contractor has met the criteria of the RFB requirements, terms and conditions.

General Contractual Requirements

1. **Force Majeure** - The bidder 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 bidder. 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 bidder.
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. **Qualifications** - Bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this bid request. The City of Georgetown Finance Department reserves the right to make the final determination as to the contractor's ability to provide the services herein.
4. **Contractor's Responsibility** - 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 proposer 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. **WMBE Statement** - It is the policy of the City of Georgetown 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 further the policy of the City of Georgetown 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 of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials



7. **Termination** - Subject to the following provisions, any contract resulting from this request for quotes 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 bidder:
 - 7.1 **Non-Appropriations** - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City, if applicable.
 - 7.2 **Convenience** - In the event that this 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.
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 project 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 bidder, if any.
10. **Contract Amendments** - Amendments to any agreement between the City and the contractor must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
11. **Assignment** - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
12. **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 performance of its obligations of an agreement.
13. **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 its 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 project. City may request removal of any employee for good cause.
 - (c) Contractor is a business, validly existing and in good standing under the Laws of the State of South Carolina.

14. **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 proposer's performance hereunder.
15. **Insurance** - The selected contractor will be required to provide and maintain proof of insurance throughout the project term in the amount of \$1,000,000 as follows:
 - Comprehensive General Liability (per occurrence)
 - Comprehensive Auto Liability (per occurrence)
 - Workers' Compensation Liability (as required by State of South Carolina statutes)
 - 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 an Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City's Risk Management Office at Fax No. 843.527.6173; email lbelle@cogsc.com; PO Box 939; Georgetown, SC 29442, within two days of the cancellation herein, and failure to do so shall be construed to be a breach of an agreement.
16. **City Business License and Permits** - The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses, as required. The business license department may be reached at 843.545.4041, or jgilliard@cogsc.com. Contact is Jestin Gilliard, Revenues Manager. For permitting information, the Housing and Community Development Department may be reached at 843.545.4011. These expenses shall be included in the total proposal cost.
17. **Bid and Performance Bonds** - Bid and Performance Bonds or other securities may be requested as deemed advisable to protect the City's interest as per Section 2-186 of the City's Procurement Ordinance. Such will be dependent upon the scope and amount of the awarded contract by the City in regards to this project.
18. **Contractor Signage** - Display of Signage of any type is not authorized or permitted on City premises or project site(s).





LICENSE NUMBER: G119072

CCB1005748

State of South Carolina
Department of Labor, Licensing and Regulation
Contractor's Licensing Board
Certifies

CAROLINA CUSTOM CONTRACTORS LLC
194 BARUCH LANE
PAWLEYS ISLAND SC 29585

as a

GENERAL CONTRACTOR

EXPIRATION DATE: 10/31/2016
Date of Issue: 11/13/2014
Initial License Date: 11/13/2014

Ryan Lowe
Administrator

CCB1005748

LICENSE NUMBER: G119072

CAROLINA CUSTOM CONTRACTORS LLC
is Licensed in the Classification(s) and Group# Limitation of:

BD4 MR4

Licensee Contract Group# Limitations:

Group #1 - \$30,000	Group #3 - \$350,000
Group #2 - \$100,000	Group #4 - \$750,000
Group #5 - \$Unlimited	

(The number after the 2-letter classification above is your Group#)
(See back of card for 2-letter classification abbreviations)

State of South Carolina BPC1011891
Department of Labor, Licensing and Regulation
CONTRACTOR'S LICENSING BOARD
Certifies

PATRICK CONDON

as a

GENERAL CONSTRUCTION MANAGER
for the following licensee:

CAROLINA CUSTOM CONTRACTORS LLC
194 BARUCH LANE
PAWLEYS ISLAND SC 29585

Certificate#: CCM.858
Issue Date: 11/18/2014
Classification: BD IR MR
Limit: Group 4-\$750,000

Ryan Lowe
Administrator

CCC provides solutions for:

Energy Conservation and Lighting Upgrades
Commercial and Residential Construction
Commercial Building Performance Enhancements
Facility Maintenance Repair and Renovations
Marine Construction Repair and Renovations

Differentiators of CCC:

High Quality Responsive Construction, Repair and Renovations of client's facilities
Hands-On Team Based Leadership Approach to improve facility performance
Energy Conservation Solutions to improve facility performance and reduce operational costs

Past Experiences

Utah National Guard

Lt. Col. Matthew Branham
matthew.c.branham.mil@mail.mil
801-502-5490

- Converted HID parking lot lighting to energy efficient LED lighting; Power quality upgrades

AMIKids, Inc.

Michael Wright, Executive Director
georgetown-ed@amikids.com
843-546-5478

- Entire facility renovations and upgrades; retrofit lighting to LED for greater efficiency

SC Dept. of Juvenile Justice

Dru Kennedy
DDKENN@scdj.net
803-896-9749

- Entire facility renovations and upgrades; retrofit lighting to LED for greater efficiency

Tidelands Ford Lincoln Car Dealership

John Paglio
jpaglio@sccoast.net
(843) 237-3673

- Canopy lighting upgrade; facility renovations (office space) and repairs

SC Vendor # 700217250

SC DOT - DBE

Veteran Owned

DUNS #: 155248003

SC Certified Commercial Energy Manager

Residential License #: 17218

Commercial License #: G119072

Marine License #: MR119072

USCG Merchant Marine Masters#: 2932487

NAICS Codes:

236115: Construction

236116: Construction

236118: Renovations

236210: Alterations and Renovations

236220: Commercial and Institutional Building Construction

238910: Site Preparation/Demolition

238210: Lighting

541350: Energy Efficiency Services

541690: Energy Consulting Services

562910: Remediation Services

Carolina Custom Contractors strives to ensure every undertaking reflects the following principles:

Mutual Benefit Integrity Trust Honesty Understanding Loyalty

Patrick W. Condon, President

194 Baruch Lane * Pawleys Island, SC 29585 * 843.995.2276 * pwcondon@gmail.com



March 21, 2016

City of Georgetown
PO Drawer 939
120 North Fraser Street
Georgetown, SC

Project # 12-2016-002
Repairs and Upgrades for Morgan and Ben Cooper Parks

Re: Workmanship / Paint Warranty

To whom it may concern:

Coastal Structures Corporation will warranty all workmanship on the above referenced project for a period of 12 months from the completion date. This includes all materials and labor to remedy any defects in workmanship including paint.

Sincerely,

Brad Jenkins, Project manager

COASTAL STRUCTURES CORPORATION

P.O. Box 937
Georgetown, SC 29442
Phone 843-546-4491
Fax 843-546-6569

Packet Pg. 44

References

Georgetown County, South Carolina
Ray Funney, Department of Public Services
P.O. Drawer 421270
Georgetown, South Carolina 29442
843-545-3325

Georgetown Kraft Credit Union
Kevin Owens
1530 Bourne Street
Georgetown, South Carolina 29440
843-546-8494

St. Pauls Waccamaw United Methodist Church
Jim
180 St. Paul Place
Pawleys Island, South Carolina 29585
843-237-2294

COASTAL STRUCTURES CORPORATION BID for Project # 12-2016-002
RFB for Repairs and Upgrades for Morgan and Ben Cooper Parks



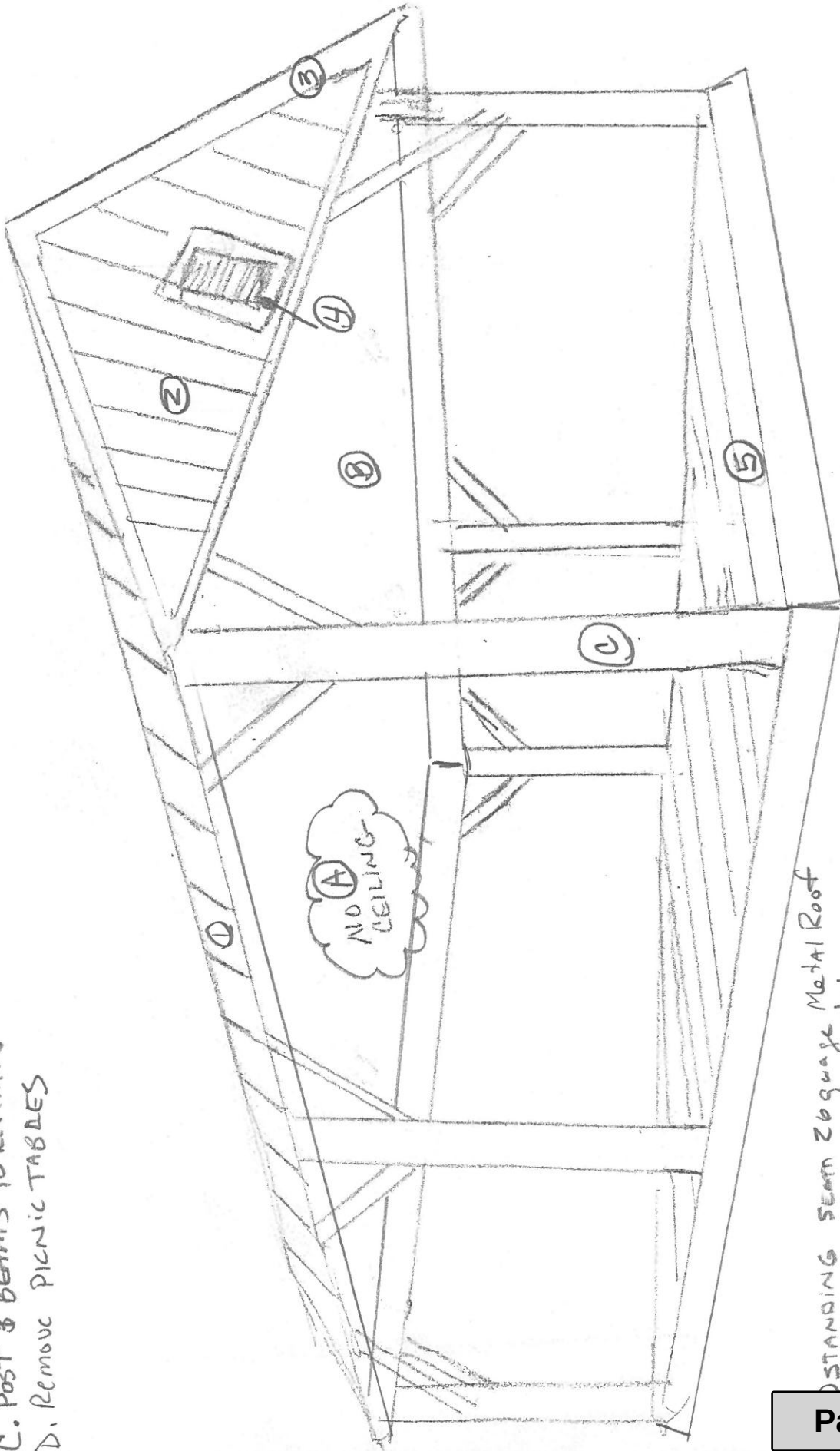
3/21/2016 9:17:33 AM				
Quantity	Unit	Item	Unit	Total
1		City of Georgetown Building Permit fees	\$ 615.00	\$ 615.00
1		City of Georgetown County Plan review fees	\$ 307.50	\$ 307.50
1		Bid Bond		
1		Performance and Payment Bond	\$ 1,325.00	\$ 1,325.00
1 ls		Framing- demo and rebuild Ben Cooper-SEE DRAWING	\$ 12,450.00	\$ 12,450.00
		a) Demo remove existing roof system and discard		
		b) Remove single beam and replace with double 2x10 beam bolted to existing post		
		c) Frame roof system with roof trusses. Frame boxing to match existing		
		Sheath roof and gables with 7 1/2 OSB. Install hurricane hardware		
1 ls		Framing- demo and rebuild Morgan-SEE DRAWING	\$ 30,650.00	\$ 30,650.00
		a) Demo remove existing roof floor system and discard (8x8 post to remain)		
		b) Frame new floor system with 2x8 joist and 5 4x6 decking		
		c) Frame roof system with roof trusses. Frame boxing to match existing		
		Sheath roof and gables with 7 1/2 OSB. Install hurricane hardware		
1 ls		Framing- Morgan park observation deck-PER PLANS	\$ 33,275.00	\$ 33,275.00
		a) Dig footings per plan and install gravel in bottom		
		b) Prep 4x4 & 6x6 post. Place and brace. Mix and pour concrete footings		
		c) Frame ramp and deck systems with bands and joist and 5 4x6 decking		
		d) Frame wood handrail per plan with 2x4 top and bottom rails 2x2 pickets		
		2x6 2x8 top cap		
		e) Allowance for wood grab rail on ramp. Not shown on plan		
1 ls		Roofing-Ben Cooper and Morgan Parks	\$ 7,800.00	\$ 7,800.00
		a) Nail 30 lb. felt with stainless steel nails		
		b) Install 24 Gauge Galvalume Standing Seam Roof Panels 16" wide with Kynar Paint Finish		
		c) All flashings and trim to match		
		d) ***5 year Warranty		
1 ls		Metal Panels for Gable ends-Ben Cooper and Morgan Parks	\$ 1,375.00	\$ 1,375.00
1 ls		Painting	\$ 1,150.00	\$ 1,150.00
1 ls		Covered Sign-SEE DRAWING	\$ 1,750.00	\$ 1,750.00
1 ls		General Conditions		\$ 6,505.00
1 ls		Overhead @7%		\$ 6,804.18
1 ls		Fee @4%		\$ 4,160.27
Price Per SF = \$ -			Total \$ 108,166.94	
Price Per SF w/Sitework =				

General Conditions				
Quantity	Unit	Item	Unit	Total
0.0 wks		Project Manager	\$ 1,600.00	\$ -
2.0 wks		Superintendent	\$ 1,200.00	\$ 2,400.00
0.0 wks		Housing	\$ 650.00	\$ -
0.0 wks		General Labor	\$ 600.00	\$ -
2.0 wks		Phone	\$ 75.00	\$ 150.00
2.0 wks		Truck	\$ 165.00	\$ 330.00
2.0 wks		Gas and Oil	\$ 125.00	\$ 250.00
1.0 ls		Expendable Tools	\$ 300.00	\$ 300.00
0.0 ls		Misc. Materials/Field Overhead	\$ 4,000.00	\$ -
0.0 mo		Office Trailer	\$ 150.00	\$ -
0.0 mo		Storage Container	\$ 75.00	\$ -
3.0 wks		Temp Toilets	\$ 125.00	\$ 375.00
2.0 mo		Dumpster Fees	\$ 600.00	\$ 1,200.00
1.0 mo		golfcart	\$ 1,000.00	\$ 1,000.00
1.0 mo		trailer	\$ 500.00	\$ 500.00
0.0 mo		Temp Electricity	\$ 300.00	\$ -
Total \$ 6,505.00				

MORGAN PARK

General Notes:

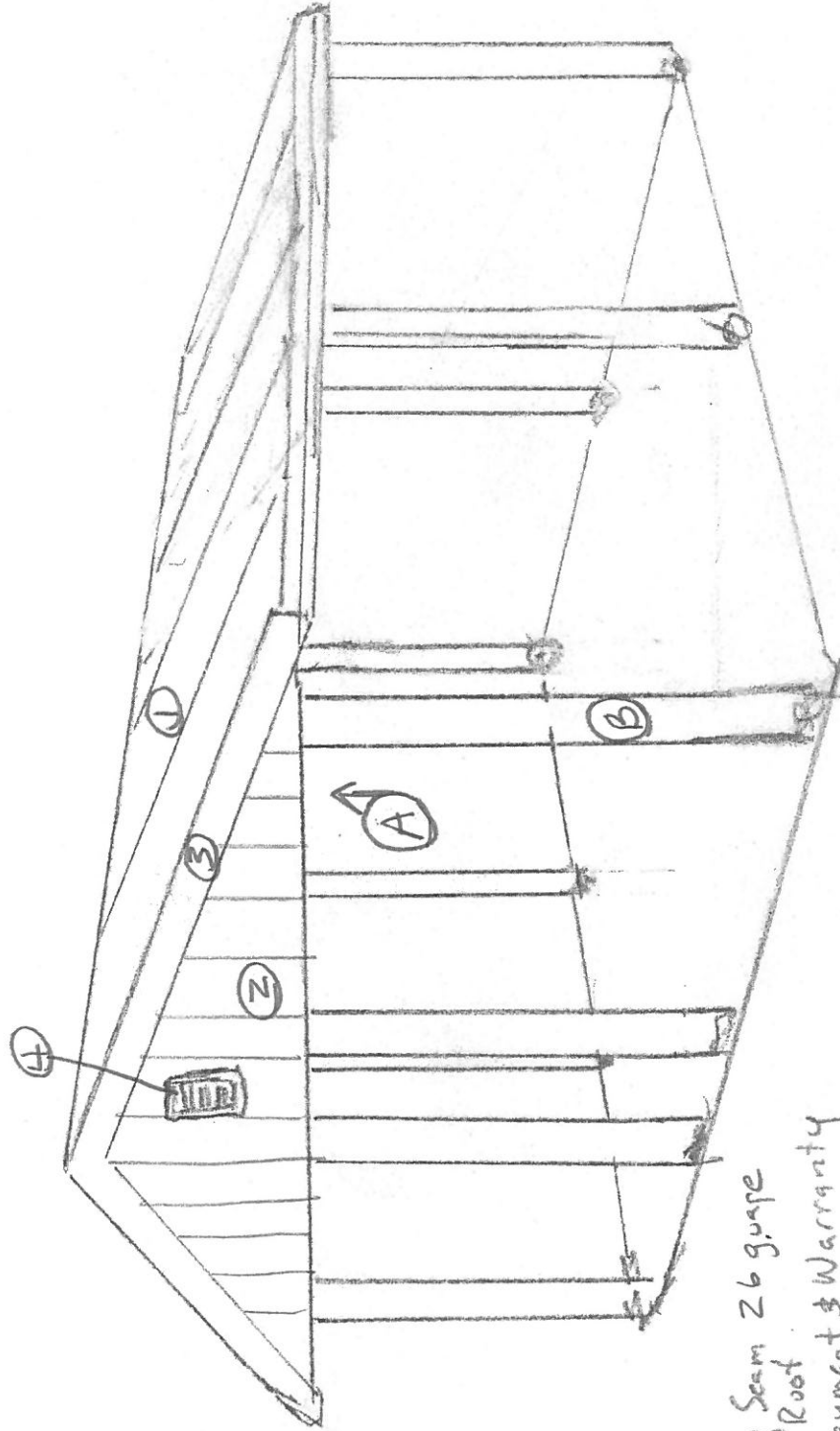
- A. NO CEILING - RAFTERS EXPOSED
- B. NO CAN LIGHTS
- C. POST & BEAMS TO REMAIN
- D. REMOVE PICNIC TABLES



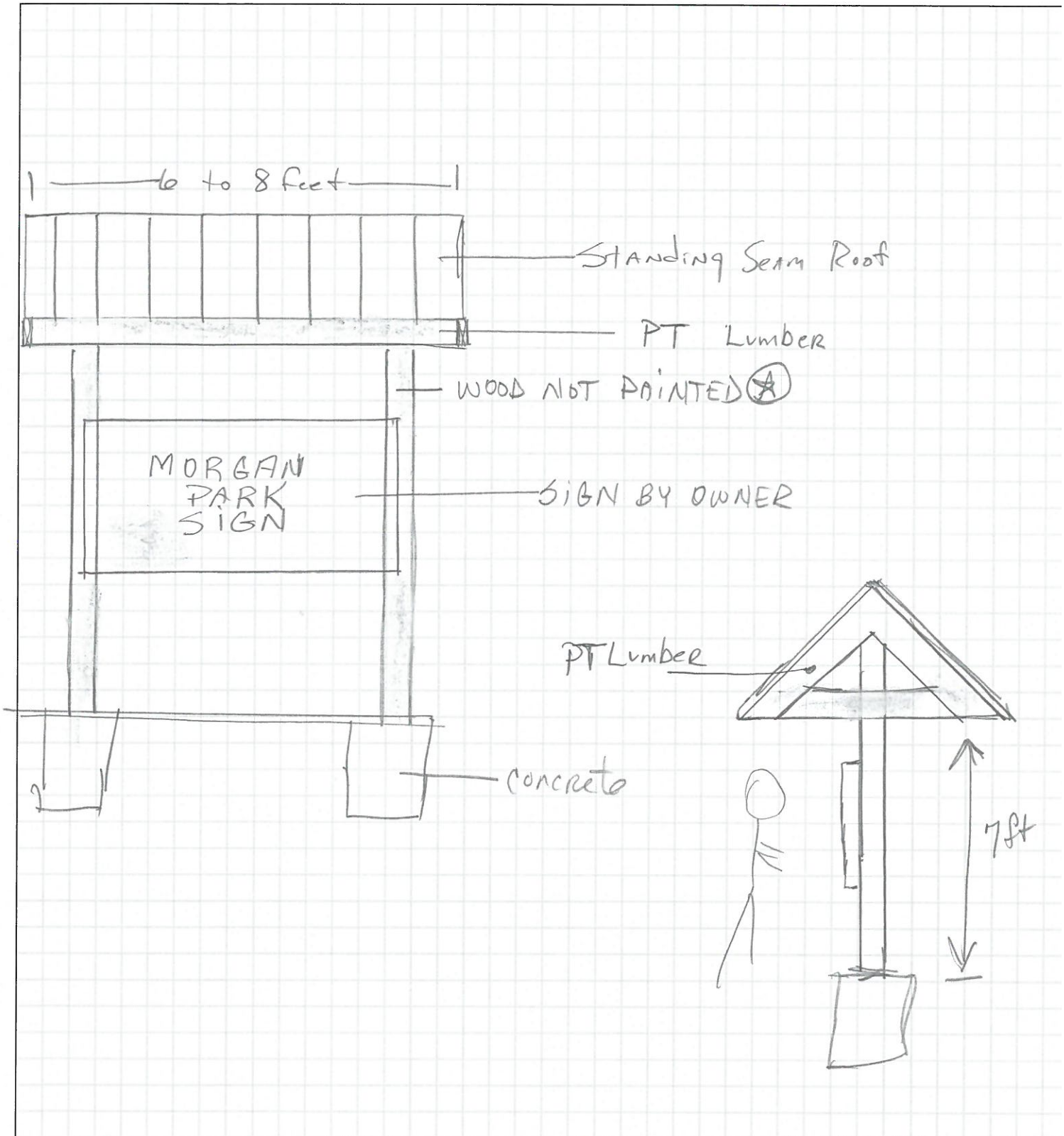
- STANDING SEAM Z6 gauge Metal Roof w/underlayment & warranty
- metal panels over OSB
- HARDIE TRIM - PAINT TBD
- Plastic Vent
- 1.6 or greater PT deck - replace all joists

Ben Cooper Park

General Notes:
A. NO CEILING - RAFTERS EXPOSED
B. POST & BEAMS TO REMAIN



ending Seam 26 gauge
Steel Roof
underlayment & Warranty
TAL PANELS OVER OSB
die Trim - Paint TBD
etc.



CNA SURETY

Bid Bond

Bond No. Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Coastal Structures Corporation
407 Church Street, Suite J
Georgetown, SC 29440

SURETY: Western Surety Company

(Name, legal status and principal place of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

OWNER:

(Name, legal status and address)

City of Georgetown
PO Box Drawer 933
Georgetown, SC 29442

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Improvements to Ben Cooper & Morgan Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of March, 2016.

Susan Welch
(Witness)

John Branch
(Witness)



Coastal Structures Corporation

(Principal)

(Title)

Western Surety Company

(Surety)

(Title) Cynthia M. Partin

, Attorney-in-Fact

(Seal)

(Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Cynthia M. Partin , Individually

of Columbia, SC its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Coastal Structures Corporation

Obligee: City of Georgetown

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of December, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

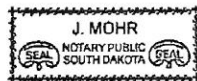
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of March, 2016.



WESTERN SURETY COMPANY

L. Nelson

Packet Pg. 51

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



REQUEST FOR BIDS

- REQUESTOR:** City of Georgetown
Post Office Drawer 939 (29442)
120 North Fraser Street (29440)
Georgetown, SC
Contact: Bonnie L Infinger, Purchasing Agent
843.545.4043 office
843.546.5435 fax
binfinger@cogsc.com
- PROJECT:** Repairs and Upgrades for Morgan and Ben Cooper Parks
Project# 12-2016-002
- DUE:** No later than Tuesday, March 7, 2016, by 10:00 AM (local time)
- RETURN TO:** City of Georgetown, South Carolina
Post Office Drawer 939 (29442)
120 North Fraser Street (29440)
Georgetown, South Carolina
Attention: Bonnie L Infinger, Purchasing Agent

Released
February 23, 2016

Background

The City of Georgetown is located on the coast of South Carolina between Myrtle Beach and Charleston and has a population of approximately 9,363. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.cogsc.com.

Purpose/General Description

The City of Georgetown is seeking bids from qualified and licensed specialty contractors experienced in providing construction services for recreational parks similar to Morgan and Ben Cooper Parks located in the City. The successful contractor shall comply with all requirements set forth in the RFB herein, and provide all necessary work to complete a specific project for the City for a new Observation Deck for Morgan Park per the Specifications and Construction Drawings prepared by Advantage Engineering in PDF format, and provided as Exhibit A hereto. The new observation deck will be the hallmark of this overall project.

In general, work required to complete this project will include, but not limited to, various new construction and roofing projects. Also, services may include site prep, paving, demolition and proper removal and disposal of debris as required. Contractor will be expected to provide a secure storage for project materials, as well and a safe working environment at all times. Site pictures for Morgan and Ben Cooper Parks are also attached hereto as Exhibits B and C respectively.

The deadline for submittal is Monday, March 7, 2016, by 10:00 am (local time). Bid submittals must be completed and returned by the submittal deadline with initialed copies of each page of the RFB document. Late, emailed, or faxed submittals will not be accepted or considered for any reason.

General Scope of Services/Special Work Requirements (Overview)

Ben Cooper Park

Install new roof to replace existing picnic roof areas.

- *Current conditions are in bad shape and upgrades are strongly needed to roof areas.*
- Pictures are provided in Exhibit C.

Morgan Park

- Install new roof needed over Morgan Park Historical Sign.
- Install new picnic shelter and roof to replace existing equipment.
- Construct and Install new Observation Deck. *Engineering Plans available for Observation Deck.*
- *Current picnic shelter and roof areas are in bad shape and deteriorating. Wooden floor boards, picnic tables, along with roof areas are damaged and hazardous and are to be replaced. City requires removal of old grill equipment from park.*
- Pictures are provided in Exhibit B.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials  1

Specifications:

- Remove existing roof shingles, picnic tables, cooking grills and dispose of debris.
- At Morgan Park - Remove existing wood flooring and replace with wood.
- Furnish and install materials for roof and shelter areas.
- Furnish and install standing seam metal roof panels in standard color to match existing playground equipment at Ben Cooper Park and use same color for Morgan Park.
- Panels to be fabricated on site using 24 gallon galvalume, 16" wide.
- Furnish and install roof related flashing and trim, color and gage to match roof panels.
- Furnish manufacturers paint warranty and workmanship warranty.
- Wooden materials and provide equipment to install observation deck areas.
- Contractor must provide a conceptual drawing for roof and picnic shelter areas.

The contractor shall be responsible for coordinating any and all issues that may arise on the work site concerning permitting, connections/disconnections of utilities, as well as other issues regarding plumbing, electrical, water, sewer, or waste disposal with the City.

Prior to commencement of the project, the City and contractor will coordinate a walk-through on the properties to ensure that all issues of the project schedule, security, and safety for the worksite are understood and agreed upon between both parties.

Successful bidder must coordinate with the City of Georgetown the working hours. All working hours are to be approved by the City. Once the project begins, work will be conducted as agreed upon with the City and shall not be delayed for any reason other than approved by the City.

Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project except as set forth and agreed upon by the City. Contractor shall pay any and all costs or expenses associated with demolition, removal, and proper disposal for any and all project materials.

The contractor shall take proper measures to protect adjacent or adjoining property which might be injured and/or damaged by any process of the contract work by the contractor. In case of injury or damage, the contractor shall restore at his/her own expense the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done to the satisfaction of the City.

The contractor shall provide any and all barricades and lighting for the project or portion of the project within which operations are being conducted. All operations and stock piles of materials and/or stored equipment shall be adequately barricaded for eminent safety at all times. The contractor is totally responsible and liable for assuring that sound safety practices are adhered to. Contractor's Insurance requirements are stated in the RFB document herein. Property is to be left with land and pavements or sidewalks in safe condition during progress of work and when completed. Entire work area shall be left to a normal level or "first class" condition as judged by the City.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials

 2

The City appreciates the contractor's expertise and capabilities and does not intend to write a detailed specification to address every technical feature and component of this project. Contractor is responsible to perform the work as outlined in the RFB, and Specification and Construction Drawings prepared by Advantage Engineering (Exhibit A) for Morgan Park. Contractor must submit their bid in its own format, and itemized by work to be completed for each park area.

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

Questions

For questions regarding the City's Request for Bids process or services sought, please contact Bonnie L. Infinger, Purchasing Agent, at binfinger@cogsc.com, or 843.545.4043; Cindy Thompson, KGB Coordinator, at 843.545.4100 or cthompson@cogsc.com; or Natrona Simmons, Public Works Office Manager, at 843.545.4701, or nsimmons@cogs.com. For technical, construction oversight, and permitting information regarding this project please contact Ricky Martin, Housing and Community Development Administrator, at rmartin@cogsc.com or 843.545.4017.

Mandatory Pre-Bid Meeting/Site Visits

It is mandatory that contractor view worksite(s) prior to submitting RFB by contacting Cindy Thompson, KGB Coordinator, at 843.545.4100, or cthompson@cogsc.com for an appointment. Appointments may be scheduled either for 9 am or 2 pm on Monday, February 29, 2016. Contractors will meet at City Hall, 120 N Fraser St, Georgetown, SC 29440 for a brief project overview and conclude with site visits. Detailed viewing of the worksite locations will enable clarification of the scope of work as needed, so it may be identified and agreed upon between the City and the Contractor. Bids will not be accepted or considered from a contractor not represented at the Pre-Bid Meeting.

Process

The City of Georgetown will conduct the selection of a qualified contractor for the Repairs and Upgrades for Morgan and Ben Cooper Parks in the following manner:

1. The RFB documents will be made available to interested contractors and accessible by contacting Bonnie L. Infinger, Purchasing Agent, at 843.545.4043 or binfinger@cogsc.com. All bids must be submitted as required. The bid submittal must be completed in ink or typewritten and executed by a legal duly authorized officer of the contractor submitting the RFB. In addition, all contractors must return and initial each page of the RFB with its itemized bid. By initialing each page, contractors will be indicating that they have read and understand the requirements of the RFB, and their price is based on such requirements.
2. Project Specifications and Construction Drawings from for the Morgan Park Observation Deck are attached hereto as Exhibit A for reference and duplication.

3. The bids will be received and evaluated as described in this RFB. At the City of Georgetown's discretion, a short list of the most qualified contractors may be compiled and these may be asked to be available for questions.
4. At the conclusion of the bid process, bids from qualified contractors may be presented to the Georgetown City Council for review and approval, if required.
5. A contractor will be selected for contract negotiations.
6. The City of Georgetown will notify winning contractor of intent to offer contract award.
7. Due to possibility of negotiation with any contractor submitting a reasonable and responsible bid which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFB, prices may not be divulged at time of opening.

Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFB to the contract award:

MILESTONE EVENT	DATE
1. RFB Issuance	Tuesday, February 23, 2016
2. Pre-Bid Meeting/Site Visits (MANDATORY – By Appointment (See Page 3 of RFB for details))	Monday, February, 29, 2016 at 9 am or 2 pm (local time)
3. RFB Submittals Due	Monday, March 7, 2016 at 10:00 am (local time)
4. Submittal Review and Selection of Preferred Candidate (tentative)	Monday-Thursday, March 7-10, 2016
5. Council Approval/Contract Award (tentative)	Thursday, March 17, 2016 at 5:30 pm (local time)
6. Project Schedule (tentative)	Schedule to be Coordinated with City & Contractor - (Project Completion to be set for Approximately 30-45 days from contract award.)

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major material or date change, the City of Georgetown will notify known participants. The City also reserves the right to cancel or reissue the RFB and/or revise the project schedule at any time. The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

Submittal Instructions

1. To be considered, interested parties must submit by the deadline one (1) unbound original and three (3) copies of its bid submittal on or before 10:00 am Monday, March 7, 2016 (local time) to:
 Bonnie L Infinger, Purchasing Agent
 City of Georgetown
 120 N Fraser St (29440); PO Drawer 939 (29442)
 Georgetown, South Carolina
2. All bids should be clearly marked, "RFB for Repairs and Upgrades for Morgan and Ben Cooper Parks". It is the sole responsibility of the bidders to have RFBs delivered to the City of Georgetown before the closing hour and date. Bids that are faxed, e-mailed, or received late will not be accepted or considered for any reason. The official clock shall be that of the City's Purchasing Agent.
3. All bids must be valid for a period of sixty (60) days following the bid opening date.
4. Bids must address all RFB requirements. Partial or incomplete bids may be rejected.
5. All costs incurred in preparing the bids, or costs incurred in any other manner by the bidder in responding to this RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this bid become the property of the City of Georgetown and will not be returned.
6. Any proprietary information contained in the proposal should be so indicated as follows:
Vendor Disclosure—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 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 fifteen (15) day deadline to produce the material. 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."
7. Bids must be made in the official name of the company or individual under which business is conducted (showing official business address and contractor's proof of licensure), 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 bidder.
8. List of Professional References for Similar Work Performed – Must list at least three (3) references of similar work with telephone number and name of person to contact.
9. Disqualification and Rejection of Bids – The City of Georgetown reserves the right to reject any bid of a contractor who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the bid documents, contract of similar nature, or to reject the bid of a contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials

5


the right to award the contract to the contractor that best meets the requirements as set forth herein.

10. Assignment of Contract – Assignment by the selected contractor of any contract to be entered into in accordance with this RFB will not be recognized by the City of Georgetown 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 as follows:
 - Comprehensive General Liability (per occurrence)
 - Comprehensive Auto Liability (per occurrence)
 - Workers' Compensation Liability (as required by State of South Carolina statutes)

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 at Fax No. 843.527.6173; email, lbelle@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the Agreement.

12. Bid and Performance Bonds – Bid and Performance Bonds or other securities may be requested as deemed advisable to protect the City's interest as per Section 2-186 of the City's Procurement Policy. (See Exhibit D)
13. Indemnification - The selected proposer agrees to indemnify, defend and hold harmless the City of Georgetown 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 the agreement.
14. 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 and relating to the technical environment and requirements of the project. The contractor shall hold the City harmless and indemnify same in the event of non-compliance.
15. Business License and Permits - The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses as/if required. The business license department may be reached at 843.545.4041, or jgilliard@cogsc.com. Contact is Jestin Gilliard, Revenues Manager. These expenses shall be included in the total bid unit price.

Submittal Evaluation

Contracts shall be awarded to the lowest responsive and responsible contractor. In determining lowest responsive and responsible contractor, in addition to price, the Purchasing Agent, Department Head, and/or the City Administrator or designee 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 provided by the contractor;
- (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; and
- (g) Whether the contractor has met the criteria of the RFB requirements, terms and conditions.

General Contractual Requirements

1. **Force Majeure** - The bidder 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 bidder. 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 bidder.
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. **Qualifications** - Bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this bid request. The City of Georgetown Finance Department reserves the right to make the final determination as to the contractor's ability to provide the services herein.
4. **Contractor's Responsibility** - 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 proposer 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. **WMBE Statement** - It is the policy of the City of Georgetown 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 further the policy of the City of Georgetown 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 of Georgetown 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 quotes 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 bidder:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City, if applicable.
 - 7.2. Convenience - In the event that this 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.
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 project 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 bidder, if any.
10. Contract Amendments - Amendments to any agreement between the City and the contractor must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
11. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
12. 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 performance of its obligations of an agreement.
13. 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 its 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 project. City may request removal of any employee for good cause.
 - (c) Contractor is a business, validly existing and in good standing under the Laws of the State of South Carolina.

14. 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 proposer's performance hereunder.
15. Insurance - The selected contractor will be required to provide and maintain proof of insurance throughout the project term in the amount of \$1,000,000 as follows:
 - Comprehensive General Liability (per occurrence)
 - Comprehensive Auto Liability (per occurrence)
 - Workers' Compensation Liability (as required by State of South Carolina statutes)
 - 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 an Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City's Risk Management Office at Fax No. 843.527.6173; email lbell@cogsc.com; PO Box 939; Georgetown, SC 29442, within two days of the cancellation herein, and failure to do so shall be construed to be a breach of an agreement.
16. City Business License and Permits - The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses, as required. The business license department may be reached at 843.545.4041, or jgilliard@cogsc.com. Contact is Jestin Gilliard, Revenues Manager. For permitting information, the Housing and Community Development Department may be reached at 843.545.4011. These expenses shall be included in the total proposal cost.
17. Bid and Performance Bonds – Bid and Performance Bonds or other securities may be requested as deemed advisable to protect the City's interest as per Section 2-186 of the City's Procurement Ordinance. Such will be dependent upon the scope and amount of the awarded contract by the City in regards to this project.
18. Contractor Signage - Display of Signage of any type is not authorized or permitted on City premises or project site(s).



Request for Bids
Repairs and Upgrades for Morgan and Ben Cooper Parks
Project #12-2016-002
Submittals Due: Monday, March 21, 2016 by 10 am

Addendum I
Answers to Questions/Project Information
Released: March 16, 2016

General Questions

1 EXTENT OF NEW METAL COVERING

- Based on the above, it is obvious that the Owner intends to have new metal covering at picnic shelters and new roof over sign at roof, trim, soffits, etc.
- GABLE ENDS AT PICNIC SHELTERS: Please verify that the Owner's intent is for Contractors to provide new metal covering at vertical gable ends as well as soffits at existing gable ends.
- Also, please verify that the Owner intends to require new vents at vertical gable ends - metal or "plastic"?
- CEILINGS AT PICNIC SHELTERS: Please verify that the Owner intends for Contractor to provide new metal covering at ceilings at both picnic shelters. FYI , current picnic shelters are constructed of OSB and/or plywood type material.

2 MORGAN PARK - EXISTING LIGHT FIXTURES

- Please verify that it is the Owner's intent to remove and re-use six (6) each existing lights at picnic shelter at Morgan Park including wiring, conduit, etc.

3 TERMITE TREATMENT AT PICNIC SHELTERS:

- Please advise whether the Owner intends for the Contractor to provide termite treatment at the picnic shelters or not. If Contractor is to provide termite treatment, please specify extent of same.

4 GROUND CONTACT TREATMENT REQUIREMENTS

- Based on Bid Documents, please verify that all new treated ground contact material will be 0.6 treatment.
- Please be aware that "marine grade" treated material (2.5) is available if the Owner should desire to use at the supports for observation deck. This material provides a much greater protection for material that is exposed to "salty/wet conditions". 2.5 marine grade material is obviously more expensive. Please advise.

- 5** I see on the RFP that it says a bid bond and performance bond may be required. I need to know if it is required on this job so I can include costs in my proposal.

6 Ben Cooper Park whether the poles were concrete inside or in dirt in ground? Sterling said that they are in "cemented footer". The Poles will stay intact. Public Works will be responsible for repainting the pole areas after new roofing fixtures are in place.

7 Morgan Park bridge areas – A Gator Utility vehicle is only permitted across bridge areas.

8 Can panels be fabricated off site?

Answers

1. New metal roof on shelters and sign
Yes to gable ends
Plastic
No ceilings on shelters
2. No lights on shelters
3. No termite treatment
4. 0.6 ground contact material
5. Bid bond and performance bonds required if project is over \$100,000.00
6. question at site visit
7. question as site visit
8. Panels can be fabricated off site

Please make special note that we are not requiring ceilings, beams or lights. Also need itemized cost estimate.

The date for submissions is March 21st at 10:00 a.m. No more questions will be accepted. The bid is not posted on Website because of mandatory site visits.

Thank you.

DUE DATE IS EXTENDED TO MONDAY MARCH, 21, 2016

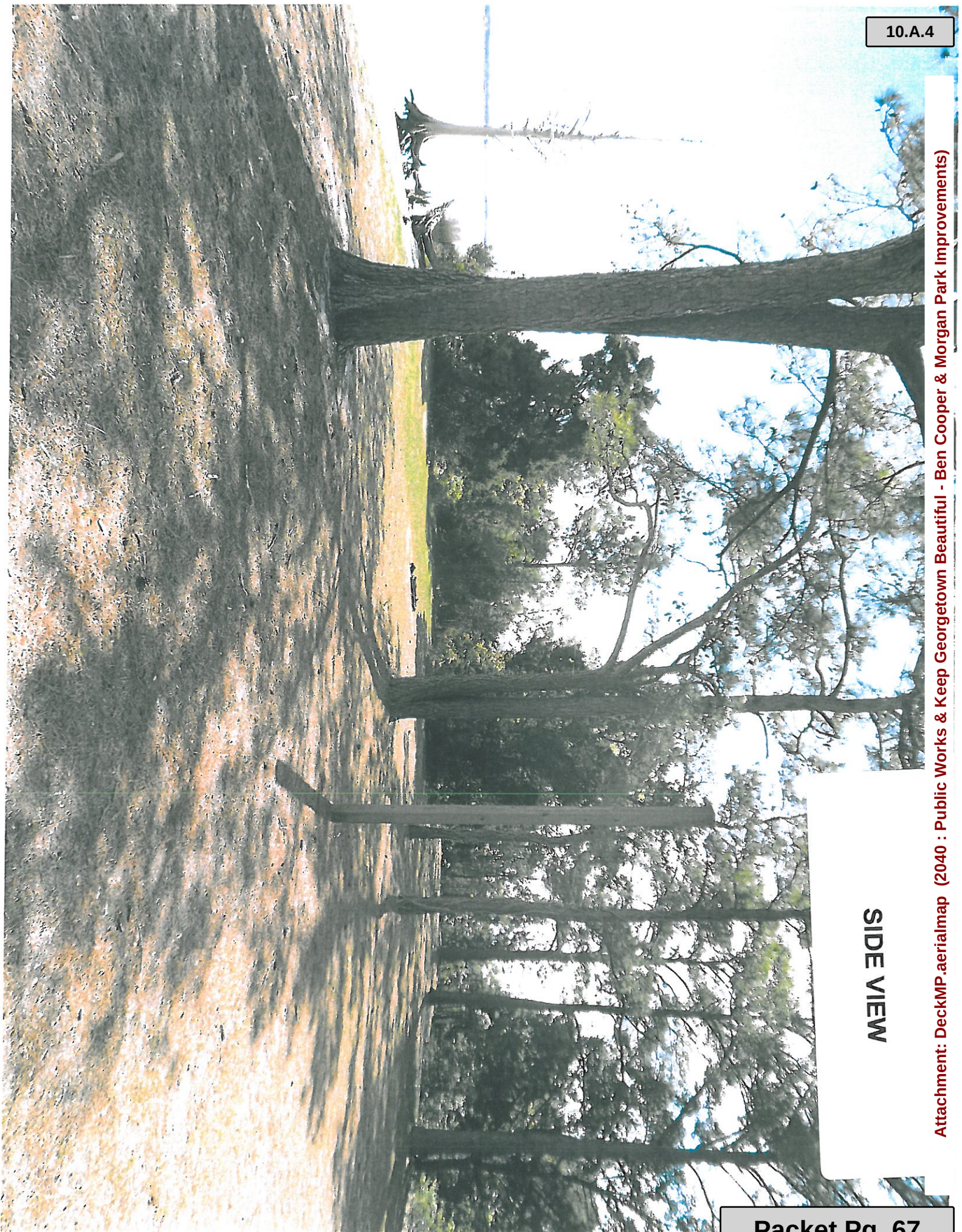
NO FURTHER QUESTIONS MAY BE ACCEPTED AFTER ISSUE OF THIS ADDENDUM

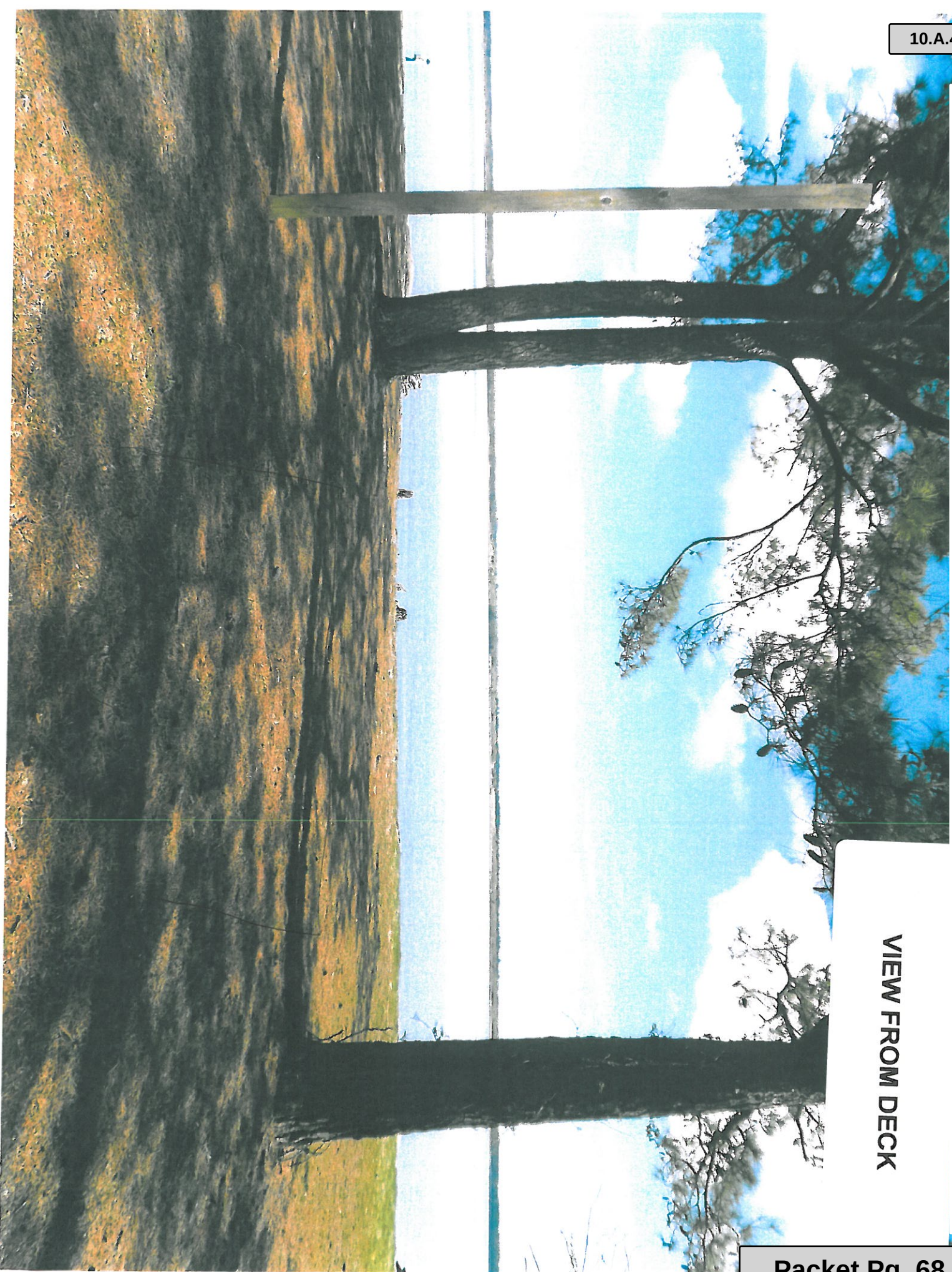


FRONT VIEW

Attachment: DeckMP.aerialmap (2040 : Public Works & Keep Georgetown Beautiful - Ben Cooper & Morgan Park Improvements)

SIDE VIEW





VIEW FROM DECK

Attachment: DeckMP.aerialmap (2040 : Public Works & Keep Georgetown Beautiful - Ben Cooper & Morgan Park Improvements)



21 March 2016

City of Georgetown
P.O. Box 929
120 North Fraser Street
Georgetown, SC 29440

Via Hand Delivery

ATTN: Ms. Bonnie L. Infinger – Purchasing Agent

RE: Repairs and Upgrades for Morgan and Ben Cooper Parks
Project No. 12-2016-002
City of Georgetown, South Carolina
Bid Date: 03-21-2016 – 10:00 AM

Subject: Bid Proposal

To Whom It May Concern:

We propose to furnish all labor, material, equipment, and supervision as required to complete the work in accordance with Bid Documents and additional information as outlined below, for the lump sum price of sixty-six thousand seven hundred thirty-one and 00/100 (\$66,731.00).

Please note that individual break out prices as outlined below are for the Owner's use and evaluation only.

The following clarifications and/or qualifications are to be considered in conjunction with this bid proposal:

GENERAL

1. BID DOCUMENTS:

- Request For Bids packet – Released February 23, 2016
- Exhibit A – Observation Deck Drawings
- Exhibit B – Site Pictures Morgan Park
- Exhibit C – Site Pictures Ben Cooper Park
- Exhibit D – Bid/Performance Bonds Procurement Policy
- Addendum 1 – Released March 16, 2016

2. RE-USE EXISTING MATERIAL AT PICNIC SHELTERS: In an effort to make best use of existing structural material at the existing picnic shelters at both parks, we made an extensive site visit and inspection during the weekend following the mandatory site visits. Based on our observations of structural support material as well as trusses, framing, etc., our bid proposal is based on re-use of the material at each picnic shelter as outlined below.

- Existing support columns/posts to remain.

Page 2 of 3
 City of Georgetown
 Ms. Bonnie L. Infinger – Purchasing Agent
 Repairs and Upgrades for Morgan and Ben Cooper Parks
 Bid Proposal
 21 March 2016

- Existing support framing at top of existing posts to remain including structural connections, etc.
- Existing roof supports, including trusses, framing, bracing, etc.
- Any additional bracing, deemed necessary by Greenwall Construction Service, Inc. (GCS), will be added to existing supports. Further, any additional supports that GCS deems necessary at existing vertical gable ends, soffits, etc., will be added.

In the event that the Owner should choose to discuss the above information further, please feel free to contact us and we will be glad to meet with you and/or visit the site to further discuss re-use of what we feel is structural material in good condition.

BEN COOPER PARK

Outlined below is the scope of work intended at the picnic shelter at Ben Cooper Park.

- Remove existing shingle roof.
- Remove plywood at roof, soffits, vents, plywood at gable ends, existing fascia/trim, existing wood soffit material as required,
- New roof: Place new OSB, membrane, etc. as required to install new 24 ga. Galvalume architectural metal roof with all necessary trim to provide new roof system including fascia, gable trim, soffits, caps, etc. Color to match as closely as possible to existing dark green color of playground equipment at Ben Cooper Park. See attached color chart for Evergreen color.
- Replace whatever framing is required at vertical gable ends. Place new 24 ga. Galvalume vertical siding material. NOTE: Vertical siding and soffit material may not be able to be matched to standard architectural roof colors. Therefore, we suggest a "contrasting" color such as Sandstone/tan color (similar to contrasting color at slides at Ben Cooper Park playground equipment).
- Add two each plastic gable vents.
- Per Addendum and other notes, painting is excluded (by City of Georgetown).

Lump Sum Break Out Price

\$ 14,682.00

MORGAN PARK

Outlined below is the scope of work intended at the picnic shelter at Morgan Park.

- Remove existing shingle roof.
- Remove plywood at roof, soffits, vents, plywood at gable ends, existing fascia/trim, existing wood soffit material as required,
- New roof: Place new OSB, membrane, etc. as required to install new 24 ga. Galvalume architectural metal roof with all necessary trim to provide new roof system including fascia, gable trim, soffits, caps, etc. Color to match as closely as possible to existing dark green color of playground equipment at Ben Cooper Park. See attached color chart for Evergreen color.
- Replace whatever framing is required at vertical gable ends. Place new 24 ga. Galvalume vertical siding material. NOTE: Vertical siding and soffit material may not be able to be matched to standard architectural roof colors. Therefore, we suggest a "contrasting" color

Page 3 of 3
 City of Georgetown
 Ms. Bonnie L. Infinger – Purchasing Agent
 Repairs and Upgrades for Morgan and Ben Cooper Parks
 Bid Proposal
 21 March 2016

such as Sandstone/tan color (similar to contrasting color at slides at Ben Cooper Park playground equipment).

- Add two each plastic gable vents.
- Per Addendum and other notes, painting is excluded (by City of Georgetown).
- Remove and replace wood floor in its entirety. Band board to be 0.6 treated material; balance of wood material to be standard treated material in accordance with Addendum No. 1 (0.25 treated).
- Roof structure over existing sign will consist of two (2) 6x6 posts (0.6 treated) with framed roof using regular treated material. Architectural roof panels to match picnic shelter roof.
- Re-work 4x4 bracing as needed.

Lump Sum Break Out Price

\$ 30,426.00

OBSERVATION DECK

- Per Addendum, all treated material in contact with ground will be ground contact treatment (0.6 treated).
- Balance of material will be standard treatment (0.25 treated).

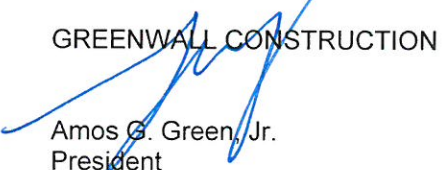
Lump Sum Break Out Price

\$ 21,623.00

I trust you will find the above information to be complete, correct, and self-explanatory. However, if you have any questions or require additional information, please contact me at your earliest convenience.

Very truly yours,

GREENWALL CONSTRUCTION SERVICE, INC.


 Amos G. Green, Jr.
 President

AGGjr/vp

Attachments: Color Chart
 Conceptual Drawing

Cc: Scott A. Nivens, Jr.
 Denny R. Skiles
 File



Roof: 24 Gauge Galvalume Architectural Panels

Siding / Soffit: 24 Gauge Galvalume Siding

BID BOND

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

CONTRACTOR:*(Name, legal status and address)*

Greenwall Construction Service, Inc.
PO Box 30490
Myrtle Beach, SC 29588-0490

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:*(Name, legal status and address)*

City of Georgetown
P O Drawer 939
Georgetown, SC 29442

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

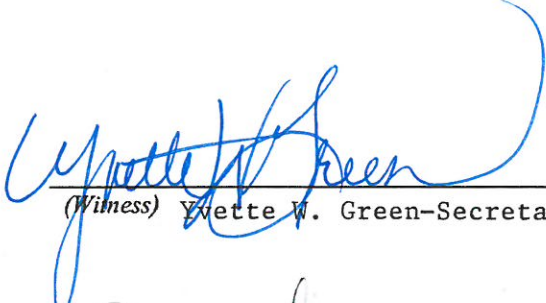
Repairs and Upgrades for Morgan and Ben Cooper Parks Project#12-2016-002

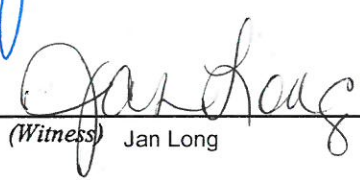
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

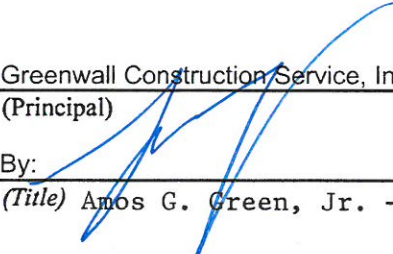
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of March, 2016

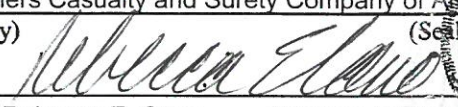

 (Witness) Yvette W. Green-Secretary


 (Witness) Jan Long

Greenwall Construction Service, Inc.
 (Principal) _____ (Seal)

By: 
 (Title) Amos G. Green, Jr. - President

Travelers Casualty and Surety Company of America
 (Surety) _____ (Seal)

By: 
 (Title) Rebecca E. Cano Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Greenwall Construction Service, Inc.

OR

Project Description: Repairs and Upgrades for Morgan and Ben
Cooper Parks Project#12-2016-002

Obligee: City of Georgetown

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rebecca E. Cano** of the City of **Columbia**, State of **SC**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016**.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

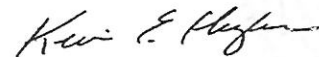
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of March, 2016.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



REQUEST FOR BIDS

REQUESTOR: City of Georgetown
 Post Office Drawer 939 (29442)
 120 North Fraser Street (29440)
 Georgetown, SC
 Contact: Bonnie L Infinger, Purchasing Agent
 843.545.4043 office
 843.546.5435 fax
binfinger@cogsc.com

PROJECT: Repairs and Upgrades for Morgan and Ben Cooper Parks
 Project# 12-2016-002

DUE: No later than Tuesday, March 7, 2016, by 10:00 AM (local time)

RETURN TO: City of Georgetown, South Carolina
 Post Office Drawer 939 (29442)
 120 North Fraser Street (29440)
 Georgetown, South Carolina
 Attention: Bonnie L Infinger, Purchasing Agent

Released

February 23, 2016

Background

The City of Georgetown is located on the coast of South Carolina between Myrtle Beach and Charleston and has a population of approximately 9,363. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter 11, Article 1, Section 2-1. Additional information is available on our website at www.cogsc.com.

Purpose/General Description

The City of Georgetown is seeking bids from qualified and licensed specialty contractors experienced in providing construction services for recreational parks similar to Morgan and Ben Cooper Parks located in the City. The successful contractor shall comply with all requirements set forth in the RFB herein, and provide all necessary work to complete a specific project for the City for a new Observation Deck for Morgan Park per the Specifications and Construction Drawings prepared by Advantage Engineering in PDF format, and provided as Exhibit A hereto. The new observation deck will be the hallmark of this overall project.

In general, work required to complete this project will include, but not limited to, various new construction and roofing projects. Also, services may include site prep, paving, demolition and proper removal and disposal of debris as required. Contractor will be expected to provide a secure storage for project materials, as well and a safe working environment at all times. Site pictures for Morgan and Ben Cooper Parks are also attached hereto as Exhibits B and C respectively.

The deadline for submittal is Monday, March 7, 2016, by 10:00 am (local time). Bid submittals must be completed and returned by the submittal deadline with initialed copies of each page of the RFB document. Late, emailed, or faxed submittals will not be accepted or considered for any reason.

General Scope of Services/Special Work Requirements (Overview)

Ben Cooper Park

Install new roof to replace existing picnic roof areas.

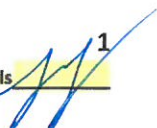
- *Current conditions are in bad shape and upgrades are strongly needed to roof areas.*
- Pictures are provided in Exhibit C.

Morgan Park

- Install new roof needed over Morgan Park Historical Sign.
- Install new picnic shelter and roof to replace existing equipment.
- Construct and Install new Observation Deck. *Engineering Plans available for Observation Deck.*
- *Current picnic shelter and roof areas are in bad shape and deteriorating. Wooden floor boards, picnic tables, along with roof areas are damaged and hazardous and are to be replaced. City requires removal of old grill equipment from park.*
- Pictures are provided in Exhibit B.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials  1

Specifications:

- Remove existing roof shingles, picnic tables, cooking grills and dispose of debris.
- At Morgan Park - Remove existing wood flooring and replace with wood.
- Furnish and install materials for roof and shelter areas.
- Furnish and install standing seam metal roof panels in standard color to match existing playground equipment at Ben Cooper Park and use same color for Morgan Park.
- Panels to be fabricated on site using 24 gallon galvalume, 16" wide.
- Furnish and install roof related flashing and trim, color and gage to match roof panels.
- Furnish manufacturers paint warranty and workmanship warranty.
- Wooden materials and provide equipment to install observation deck areas.
- Contractor must provide a conceptual drawing for roof and picnic shelter areas.

The contractor shall be responsible for coordinating any and all issues that may arise on the work site concerning permitting, connections/disconnections of utilities, as well as other issues regarding plumbing, electrical, water, sewer, or waste disposal with the City.

Prior to commencement of the project, the City and contractor will coordinate a walk-through on the properties to ensure that all issues of the project schedule, security, and safety for the worksite are understood and agreed upon between both parties.

Successful bidder must coordinate with the City of Georgetown the working hours. All working hours are to be approved by the City. Once the project begins, work will be conducted as agreed upon with the City and shall not be delayed for any reason other than approved by the City.

Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project except as set forth and agreed upon by the City. Contractor shall pay any and all costs or expenses associated with demolition, removal, and proper disposal for any and all project materials.

The contractor shall take proper measures to protect adjacent or adjoining property which might be injured and/or damaged by any process of the contract work by the contractor. In case of injury or damage, the contractor shall restore at his/her own expense the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done to the satisfaction of the City.

The contractor shall provide any and all barricades and lighting for the project or portion of the project within which operations are being conducted. All operations and stock piles of materials and/or stored equipment shall be adequately barricaded for eminent safety at all times. The contractor is totally responsible and liable for assuring that sound safety practices are adhered to. Contractor's Insurance requirements are stated in the RFB document herein. Property is to be left with land and pavements or sidewalks in safe condition during progress of work and when completed. Entire work area shall be left to a normal level or "first class" condition as judged by the City.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials

The City appreciates the contractor's expertise and capabilities and does not intend to write a detailed specification to address every technical feature and component of this project. Contractor is responsible to perform the work as outlined in the RFB, and Specification and Construction Drawings prepared by Advantage Engineering (Exhibit A) for Morgan Park. Contractor must submit their bid in its own format, and itemized by work to be completed for each park area.

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

Questions

For questions regarding the City's Request for Bids process or services sought, please contact Bonnie L. Infinger, Purchasing Agent, at binfinger@cogsc.com, or 843.545.4043; Cindy Thompson, KGB Coordinator, at 843.545.4100 or cthompson@cogsc.com; or Natrona Simmons, Public Works Office Manager, at 843.545.4701, or nsimmons@cogs.com. For technical, construction oversight, and permitting information regarding this project please contact Ricky Martin, Housing and Community Development Administrator, at rmartin@cogsc.com or 843.545.4017.

Mandatory Pre-Bid Meeting/Site Visits

It is mandatory that contractor view worksite(s) prior to submitting RFB by contacting Cindy Thompson, KGB Coordinator, at 843.545.4100, or cthompson@cogsc.com for an appointment. Appointments may be scheduled either for 9 am or 2 pm on Monday, February 29, 2016. Contractors will meet at City Hall, 120 N Fraser St, Georgetown, SC 29440 for a brief project overview and conclude with site visits. Detailed viewing of the worksite locations will enable clarification of the scope of work as needed, so it may be identified and agreed upon between the City and the Contractor. Bids will not be accepted or considered from a contractor not represented at the Pre-Bid Meeting.

Process

The City of Georgetown will conduct the selection of a qualified contractor for the Repairs and Upgrades for Morgan and Ben Cooper Parks in the following manner:

1. The RFB documents will be made available to interested contractors and accessible by contacting Bonnie L. Infinger, Purchasing Agent, at 843.545.4043 or binfinger@cogsc.com. All bids must be submitted as required. The bid submittal must be completed in ink or typewritten and executed by a legal duly authorized officer of the contractor submitting the RFB. In addition, all contractors must return and initial each page of the RFB with its itemized bid. By initialing each page, contractors will be indicating that they have read and understand the requirements of the RFB, and their price is based on such requirements.
2. Project Specifications and Construction Drawings from for the Morgan Park Observation Deck are attached hereto as Exhibit A for reference and duplication.

3. The bids will be received and evaluated as described in this RFB. At the City of Georgetown's discretion, a short list of the most qualified contractors may be compiled and these may be asked to be available for questions.
4. At the conclusion of the bid process, bids from qualified contractors may be presented to the Georgetown City Council for review and approval, if required.
5. A contractor will be selected for contract negotiations.
6. The City of Georgetown will notify winning contractor of intent to offer contract award.
7. Due to possibility of negotiation with any contractor submitting a reasonable and responsible bid which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFB, prices may not be divulged at time of opening.

Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFB to the contract award:

MILESTONE EVENT	DATE
1. RFB Issuance	Tuesday, February 23, 2016
2. Pre-Bid Meeting/Site Visits (MANDATORY – By Appointment (See Page 3 of RFB for details))	Monday, February, 29, 2016 at 9 am or 2 pm (local time)
3. RFB Submittals Due	Monday, March 7, 2016 at 10:00 am (local time)
4. Submittal Review and Selection of Preferred Candidate (tentative)	Monday-Thursday, March 7-10, 2016
5. Council Approval/Contract Award (tentative)	Thursday, March 17, 2016 at 5:30 pm (local time)
6. Project Schedule (tentative)	Schedule to be Coordinated with City & Contractor - (Project Completion to be set for Approximately 30-45 days from contract award.)

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major material or date change, the City of Georgetown will notify known participants. The City also reserves the right to cancel or reissue the RFB and/or revise the project schedule at any time. The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials

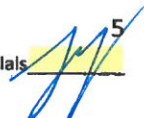
Submittal Instructions

1. To be considered, interested parties must submit by the deadline one (1) unbound original and three (3) copies of its bid submittal on or before 10:00 am Monday, March 7, 2016 (local time) to:
 Bonnie L Infinger, Purchasing Agent
 City of Georgetown
 120 N Fraser St (29440); PO Drawer 939 (29442)
 Georgetown, South Carolina
2. All bids should be clearly marked, "RFB for Repairs and Upgrades for Morgan and Ben Cooper Parks". It is the sole responsibility of the bidders to have RFBs delivered to the City of Georgetown before the closing hour and date. Bids that are faxed, e-mailed, or received late will not be accepted or considered for any reason. The official clock shall be that of the City's Purchasing Agent.
3. All bids must be valid for a period of sixty (60) days following the bid opening date.
4. Bids must address all RFB requirements. Partial or incomplete bids may be rejected.
5. All costs incurred in preparing the bids, or costs incurred in any other manner by the bidder in responding to this RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this bid become the property of the City of Georgetown and will not be returned.
6. Any proprietary information contained in the proposal should be so indicated as follows:
Vendor Disclosure—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 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 fifteen (15) day deadline to produce the material. 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."
7. Bids must be made in the official name of the company or individual under which business is conducted (showing official business address and contractor's proof of licensure), 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 bidder.
8. List of Professional References for Similar Work Performed – Must list at least three (3) references of similar work with telephone number and name of person to contact.
9. Disqualification and Rejection of Bids – The City of Georgetown reserves the right to reject any bid of a contractor who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the bid documents, contract of similar nature, or to reject the bid of a contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials



the right to award the contract to the contractor that best meets the requirements as set forth herein.

10. Assignment of Contract – Assignment by the selected contractor of any contract to be entered into in accordance with this RFB will not be recognized by the City of Georgetown 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 as follows:
 - Comprehensive General Liability (per occurrence)
 - Comprehensive Auto Liability (per occurrence)
 - Workers' Compensation Liability (as required by State of South Carolina statutes)

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 at Fax No. 843.527.6173; email, lbell@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the Agreement.

12. Bid and Performance Bonds – Bid and Performance Bonds or other securities may be requested as deemed advisable to protect the City's interest as per Section 2-186 of the City's Procurement Policy. (See Exhibit D)
13. Indemnification - The selected proposer agrees to indemnify, defend and hold harmless the City of Georgetown 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 the agreement.
14. 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 and relating to the technical environment and requirements of the project. The contractor shall hold the City harmless and indemnify same in the event of non-compliance.
15. Business License and Permits - The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses as/if required. The business license department may be reached at 843.545.4041, or jgilliard@cogsc.com. Contact is Jestin Gilliard, Revenues Manager. These expenses shall be included in the total bid unit price.

Submittal Evaluation

Contracts shall be awarded to the lowest responsive and responsible contractor. In determining lowest responsive and responsible contractor, in addition to price, the Purchasing Agent, Department Head, and/or the City Administrator or designee 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;

12-2016-002

City of Georgetown Request for Bids

Bidder's Initials

6

- (c) The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- (d) The quality of performance of previous contracts or services provided by the contractor;
- (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; and
- (g) Whether the contractor has met the criteria of the RFB requirements, terms and conditions.

General Contractual Requirements

1. Force Majeure - The bidder 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 bidder. 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 bidder.
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. Qualifications - Bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this bid request. The City of Georgetown Finance Department reserves the right to make the final determination as to the contractor's ability to provide the services herein.
4. Contractor's Responsibility - 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 proposer 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. WMBE Statement - It is the policy of the City of Georgetown 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 further the policy of the City of Georgetown 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 of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

12-2016-002

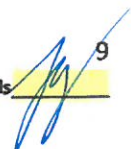
City of Georgetown Request for Bids

Bidder's Initials



7. Termination - Subject to the following provisions, any contract resulting from this request for quotes 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 bidder:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City, if applicable.
 - 7.2. Convenience - In the event that this 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.
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 project 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 bidder, if any.
10. Contract Amendments - Amendments to any agreement between the City and the contractor must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
11. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
12. 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 performance of its obligations of an agreement.
13. 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 its 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 project. City may request removal of any employee for good cause.
 - (c) Contractor is a business, validly existing and in good standing under the Laws of the State of South Carolina.

14. 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 proposer's performance hereunder.
15. Insurance - The selected contractor will be required to provide and maintain proof of insurance throughout the project term in the amount of \$1,000,000 as follows:
 - Comprehensive General Liability (per occurrence)
 - Comprehensive Auto Liability (per occurrence)
 - Workers' Compensation Liability (as required by State of South Carolina statutes)
 - 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 an Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City's Risk Management Office at Fax No. 843.527.6173; email lbell@cogsc.com; PO Box 939; Georgetown, SC 29442, within two days of the cancellation herein, and failure to do so shall be construed to be a breach of an agreement.
16. City Business License and Permits - The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses, as required. The business license department may be reached at 843.545.4041, or jgilliard@cogsc.com. Contact is Jestin Gilliard, Revenues Manager. For permitting information, the Housing and Community Development Department may be reached at 843.545.4011. These expenses shall be included in the total proposal cost.
17. Bid and Performance Bonds – Bid and Performance Bonds or other securities may be requested as deemed advisable to protect the City's interest as per Section 2-186 of the City's Procurement Ordinance. Such will be dependent upon the scope and amount of the awarded contract by the City in regards to this project.
18. Contractor Signage - Display of Signage of any type is not authorized or permitted on City premises or project site(s).





METAL ROOFING
Systems, Inc



SEE REVERSE SIDE FOR MATERIAL AVAILABILITY

ENVIRONMENTALLY SMART COLORS - DESIGNED ENERGY EFFICIENT



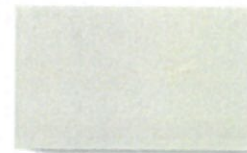
TERRA COTTA



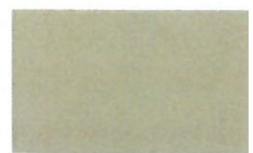
AGED COPPER



BONE WHITE



SANDSTONE



SURREY BEIGE



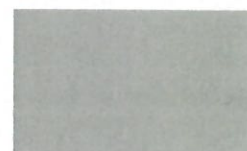
COLONIAL RED



PATINA GREEN



REGAL WHITE



ASH GRAY



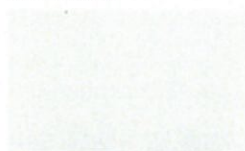
SIERRA TAN



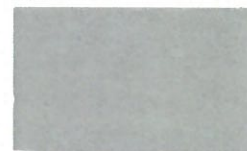
REGAL RED



HEMLOCK GREEN



STONE WHITE



DOVE GRAY



MEDIUM BRONZE



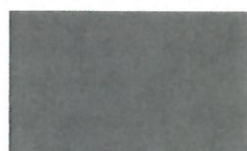
BURGUNDY



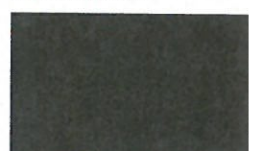
HARTFORD GREEN



SLATE BLUE



SLATE GRAY



MANSARD BROWN



MATTE BLACK



EVERGREEN



REGAL BLUE



CHARCOAL GRAY



DARK BRONZE

METALLIC COLORS



*SILVER



*COPPER



*CHAMPAGNE



*PRE-WEATHERED
GALVALUME*



ACRYLIC COATED
GALVALUME*

NON-PAINTED

* CONTACT YOUR REPRESENTATIVE FOR EXACT COLOR CHIP SAMPLE



LOCATIONS

7687 Mikron Drive
Stanley, NC 28164
P: 704.820.3110
F: 704.820.0113

370 Allied Drive
Conway, SC 29526
P: 843.347.6673
F: 843.347.6693

3214 Hanover Drive
Johnson City, TN 37604
P: 423.434.0535
F: 423.434.0537

www.metalroofingsystems.biz

Faster. Smarter. Better. Period.



*Available at a slight price premium.
Colors shown are matched as accurately as possible, but may vary slightly from finished product. These rich and vibrant colors are produced with either Kynar 500® or Hylar 5000® resins, which provide superior color retention, and allow us to offer non-prorated coating warranties for most applications. Coating warranty varies for Pre-Weathered Galvalume only. Please contact your representative for details.

Packet Pg. 87

Attachment: GREENWALL CONSTRUCTION BID (2040 : Public Works & Keep Georgetown Beautiful - Ben Cooper & Morgan Park

STOCK AVAILABILITY MATRIX

						GALVALUME	ALUMINUM				
						24 ga.	.032	.040	.050	.063	
Aged Copper	★	L	0.47	0.85	0.46	53	●	●			
Ash Gray	★	L	0.39	0.84	0.39	41	●				
Bone White	★	L	0.47	0.83	N/A	58	●	●	●	●	
Burgundy	★		0.25	0.85	0.23	23	●				
Champagne Metallic	★	L	0.37	0.80	0.35	37	●				
Charcoal Gray	★		0.29	0.84	0.28	28	●				
Colonial Red	★	L	0.30	0.85	0.29	30	●	●	●	●	
Copper Metallic	★	L	0.49	0.86	0.47	56	●	●			
Dark Bronze	★		0.26	0.84	0.25	24	●	●	●	●	●
Dove Gray	★	L	0.49	0.86	N/A	56	●				
Evergreen	★		0.27	0.86	0.26	26	●	●	●	●	
Hartford Green	★		0.26	0.85	0.25	24	●	●	●	●	
Hemlock Green	★	L	0.29	0.86	0.29	29	●				
Mansard Brown	★		0.27	0.86	0.25	26	●	●	●	●	
Matte Black	★		0.29	0.83	0.27	27	●	●	●	●	
Medium Bronze	★	L	0.30	0.87	0.28	31	●	●	●	●	●
Patina Green	★		0.28	0.87	0.28	28	●				
Pre-weathered Galvalume*	★		0.30	0.79	0.28	27	●				
Regal Blue	★		0.26	0.85	0.25	24	●				
Regal Red	★	L	0.42	0.83	0.41	45	●	●		●	
Regal White	★	L	0.67	0.86	0.67	81	●	●	●	●	
Sandstone	★	L	0.54	0.86	0.53	63	●	●	●	●	
Sierra Tan	★	L	0.35	0.86	0.34	37	●	●	●	●	
Silver Metallic	★	L	0.59	0.79	0.60	67	●	●	●	●	
Slate Blue	★		0.29	0.85	0.28	28	●				
Slate Gray	★	L	0.33	0.84	0.33	33	●	●	●	●	
Stone White	★	L	0.60	0.86	0.56	71	●	●	●	●	●
Surrey Beige	★	L	0.42	0.85	0.41	46	●				
Terra Cotta	★	L	0.35	0.86	0.35	37	●	●	●		
Acrylic Coated Galvalume*	★	L	0.67	0.14	0.55	56	●				

* IF DESIRED COLOR IS NOT LISTED ON MATRIX PLEASE CONTACT METAL ROOFING SYSTEMS FOR AVAILABILITY

NOTES

- All metal is painted with a .20 mil primer and .70-.90 mil Top Coat of 70% Kynar 500 or Hylar 5000. The reverse side has a .20 primer and .30-.40 backer coating.
- 22 gauge steel available upon request.
- For low slope roofing to meet Energy Star requirements the ISR must be ≥ 0.65 . After 3 years, the solar reflectance must be ≥ 0.50 .
- For steep slope roofing to meet Energy Star requirements the ISR must be ≥ 0.25 . After 3 years, the solar reflectance must be ≥ 0.15 .
- For low slope roofing to meet LEED 2009 requirements the SRI must be ≥ 78 .
- For steep slope roofing to meet LEED 2009 requirements the SRI for 100% of the roof must be ≥ 29 .
- Low slope is defined as $\leq 2:12$.
- Steep slope is defined as $> 2:12$.

KEY

- Stocked Item
- ★ Energy Star Compliant
- L LEED 2009 Compliant
- ISR Initial Solar Reflectance
- EMI Emissivity
- SRI Solar Reflectance Index

Oil canning is an aesthetic issue and is an inherent part of light gauge cold formed metal products. By using coil that has been processed properly, designing for thermal movement, following stringent specifications for installation and proper handling most oil canning can be eliminated. Oil canning is not grounds for coil/panel rejection.

Galvalume® is a registered trademark of BIEC. Hylar 5000® is a registered trademark of Solvay Solexis, Inc. Kynar 500® is a registered trademark of Atofina, Inc.



METAL ROOFING
Systems, Inc



valpar

Packet Pg. 88

MORGAN PARK

Attachment: morganpark.photos (2040 : Public Works & Keep Georgetown Beautiful - Ben Cooper & Morgan Park Improvements)



Morgan Park

At the Entry to the Historic Seaport Georgetown
Former Site of Fort Mifflin, Circa 1776



MORGAN PARK RESIDENT
RED-TAILED HAWK

Historically Significant

A strategic site of protection for the city and harbor.

Proximity

The beautiful setting with views of the harbor, the city, and the water.

Plans for the Future

Preservation of the site's history and its natural beauty.

A Short History

1776 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.

1781 The British evacuated the city and harbor.



MOUTH OF THE SARATOGA RIVER



END OF THE LOW SALINITY MARSH



PROTECTED MARSH IN FLORIDA



The location of Fort Mifflin, situated about 100 yards long and wide.



Most of its remains lie under the Morgan Park parking lot and driveway.



AMERICAN SHAD

Blue crabs are one of the most important species in the area. They are found in the marshes and are a major food source for many other species.



BLUE CRABS

Blue crabs are one of the most important species in the area. They are found in the marshes and are a major food source for many other species.



WHITE BASS

White bass are one of the most important species in the area. They are found in the marshes and are a major food source for many other species.



RED DRUM

Red drum are one of the most important species in the area. They are found in the marshes and are a major food source for many other species.



GRASS SHRIMP

Grass shrimp are one of the most important species in the area. They are found in the marshes and are a major food source for many other species.

Artifacts from Fort Mifflin



1. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



2. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



3. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



4. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



5. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



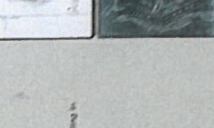
6. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



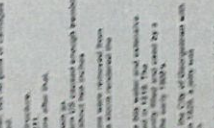
7. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



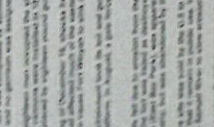
8. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



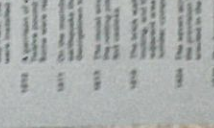
9. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



10. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



11. Bullet fragment, 1/2 inch diameter, 1/4 inch long.



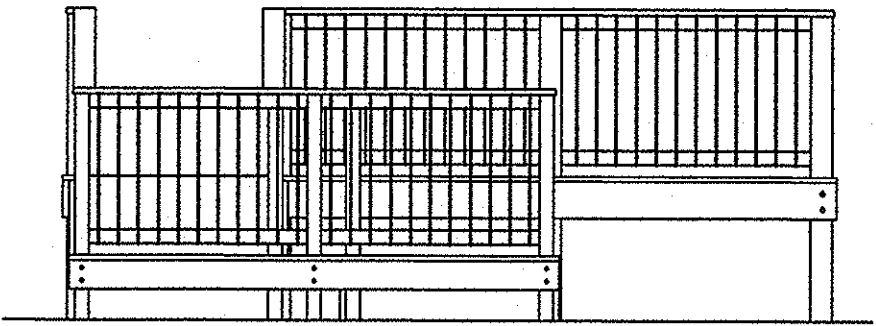
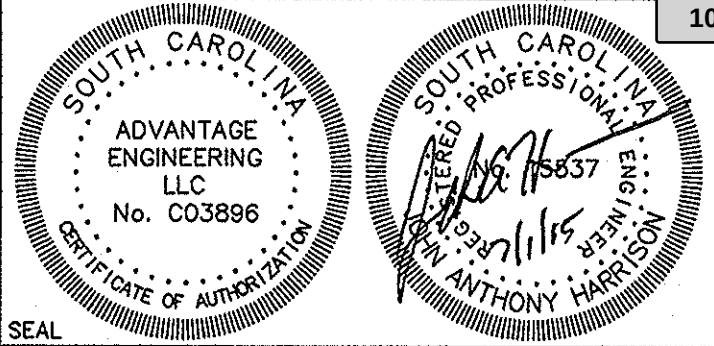
12. Bullet fragment, 1/2 inch diameter, 1/4 inch long.

MORGAN PARK

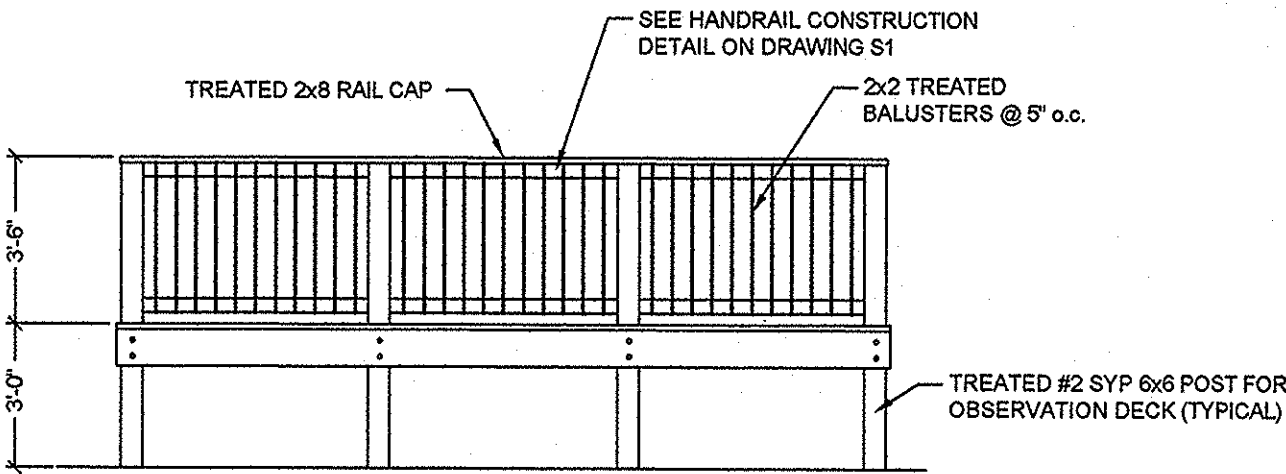


GENERAL NOTES

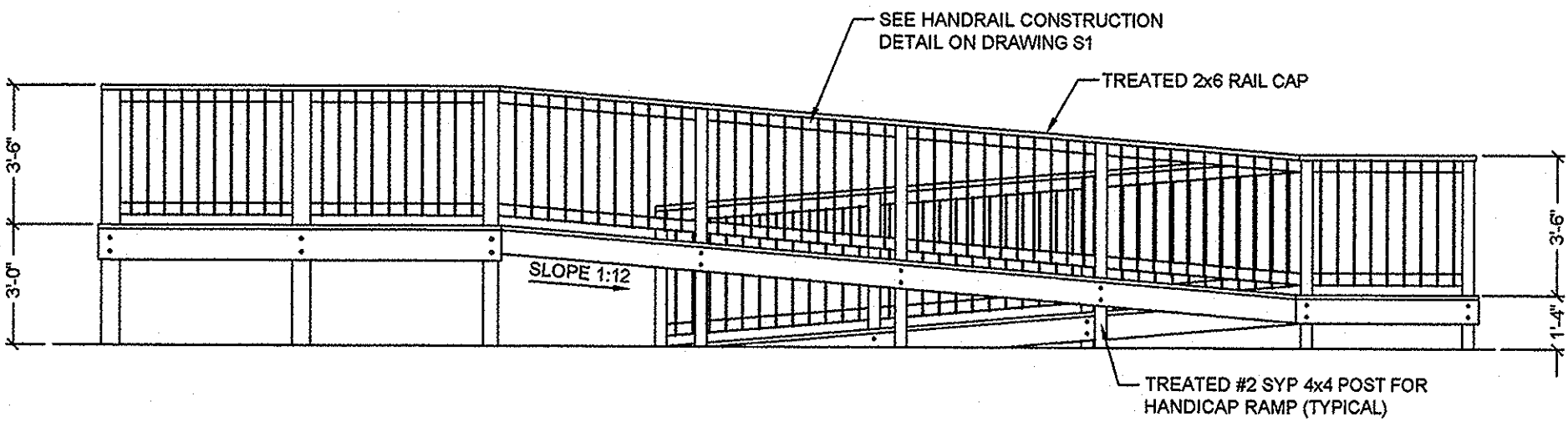
1. SEE GENERAL NOTES AND DESIGN VALUES ON DRAWING S1.
2. ACTUAL SITE LOCATION TO BE DETERMINED BY OTHERS AND RECORDED ON A PLAT PROVIDED BY OTHERS.
3. HANDICAP RAMP TO MEET THE REQUIREMENTS FOR SLOPED RAMPS AS IDENTIFIED IN THE AMERICAN WITH DISABILITIES ACT.



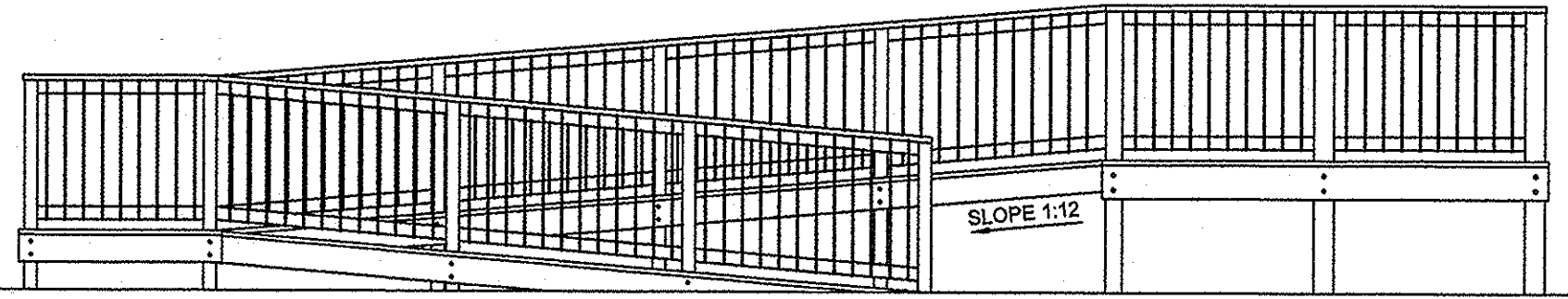
NORTHWEST SIDE ELEVATION



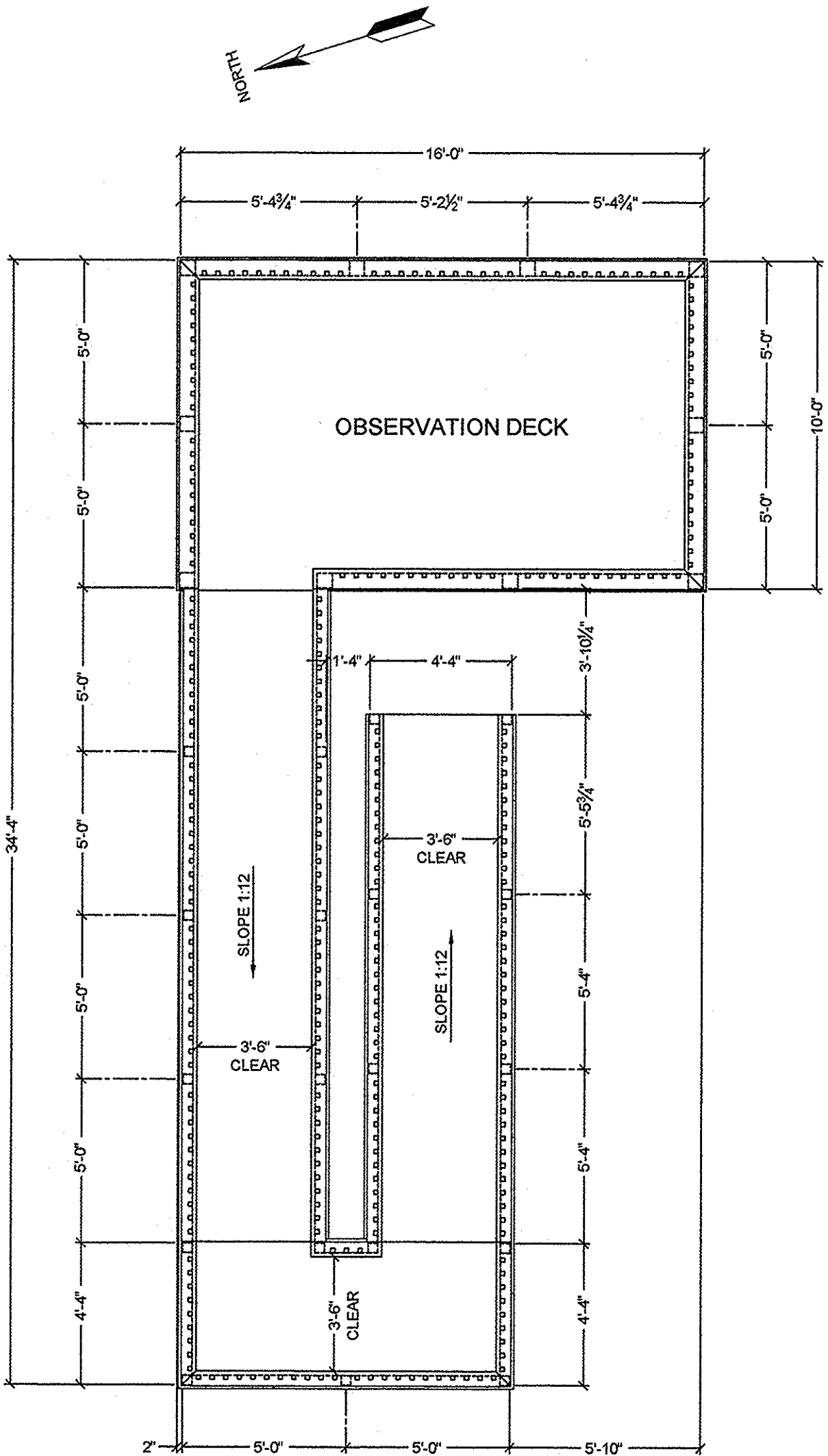
SOUTHEAST SIDE ELEVATION



NORTHEAST SIDE ELEVATION



SOUTHWEST SIDE ELEVATION



FLOOR PLAN

© COPYRIGHT 2015
ADVANTAGE ENGINEERING, LLC
NOTICE
All drawings, specifications, and reports issued by Advantage Engineering, LLC are the property of Advantage Engineering, LLC. The reproduction or modification of these drawings or reports without the written consent of Advantage Engineering, LLC is strictly prohibited. This drawing is prepared by Advantage Engineering, LLC.

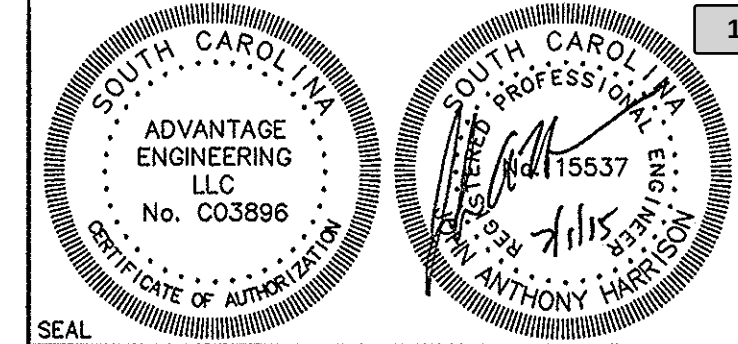
ADVANTAGE ENGINEERING, LLC
STRUCTURAL, MECHANICAL, PLUMBING & ELECTRICAL ENGINEERING
1000 W. 10th Street, Suite 100
Georgetown, SC 29440
Phone: (803) 546-1000
Fax: (803) 546-1001
E-mail: info@advantageeng.com

ARCHITECTURAL PLAN
10' x 16' OBSERVATION DECK
MORGAN PARK
GEORGETOWN, SC 29440

DWG BY:	JAH
DSN BY:	JAH
DATE:	07-01-15
SCALE:	1/2" = 1'-0"
REV#	DATE
1	XXXXXX
2	XXXXXX
3	XXXXXX
4	XXXXXX

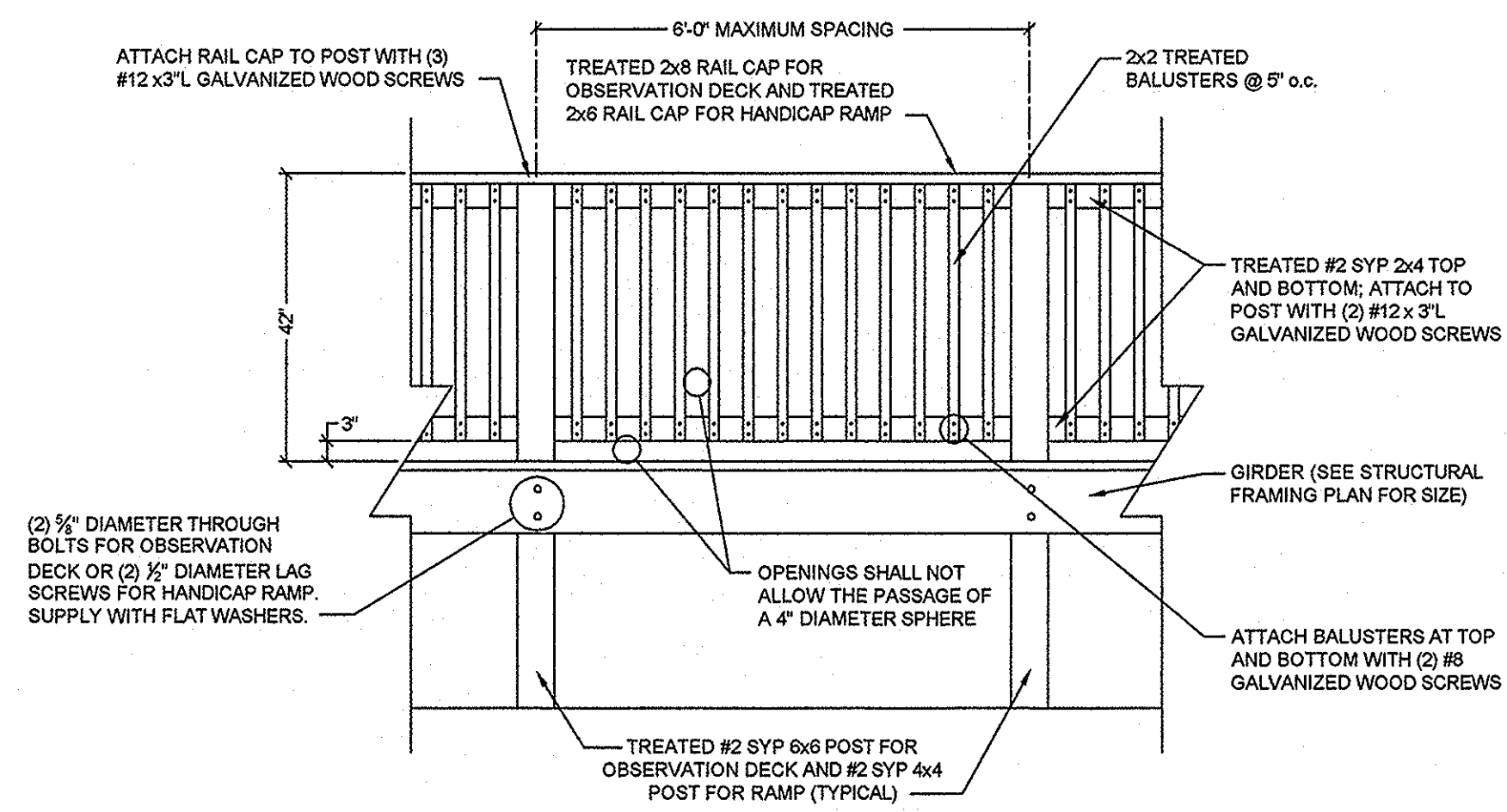
SHEET NO.

AI



DESIGN VALUES (ASCE 7-10, 2012 IBC)

LIVE LOADS:
DECK = 100 PSF
RAMP = 100 PSF
SNOW LOAD: 5 PSF
EXPOSURE FACTOR: $C_e=1.0$
IMPORTANCE FACTOR: $I_e=1.0$
THERMAL FACTOR: $C_t=1.2$
WIND LOADS:
ULTIMATE WIND SPEED: 150 MPH
IBC NOMINAL WIND SPEED: 116 MPH
IMPORTANCE FACTOR: $I_w=1.0$
RISK CATEGORY: II
WIND EXPOSURE: B
SEISMIC LOADS:
IMPORTANCE FACTOR: $I_e=1.0$
RISK CATEGORY: II
SITE LOCATION: GEORGETOWN COUNTY, SC
SITE CLASS: D
SPECTRAL RESPONSE ACCELERATIONS: $S_s=1.50$, $S_1=0.40$
SPECTRAL RESPONSE COEFFICIENTS: $S_{ds}=1.00$, $S_{d1}=0.43$
SEISMIC DESIGN CATEGORY: D2
SEISMIC FORCE RESISTING SYSTEM:
CANTILEVERED COLUMN SYSTEM USING TIMBER FRAMES
RESPONSE MODIFICATION FACTOR: $R=1.5$
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE PROCEDURE
GEOTECHNICAL:
SOIL BEARING CAPACITY: 2000 PSF ASSUMED

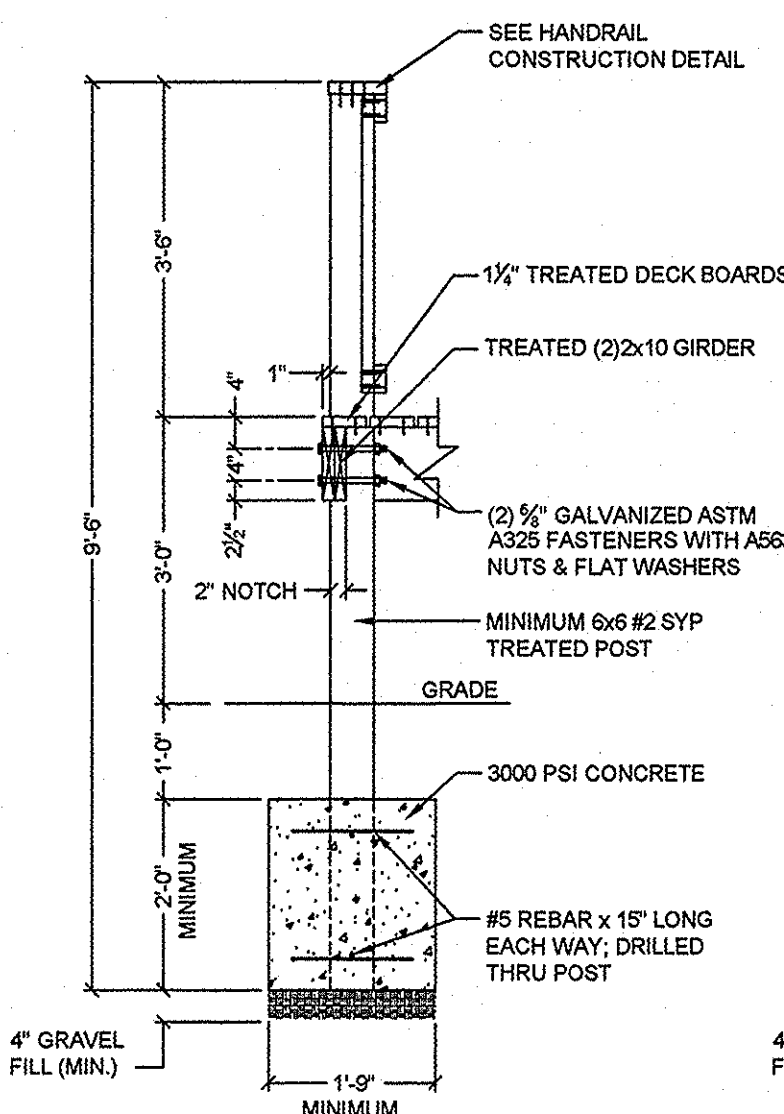


HANDRAIL CONSTRUCTION DETAIL

SCALE: 1/2" = 1'-0"

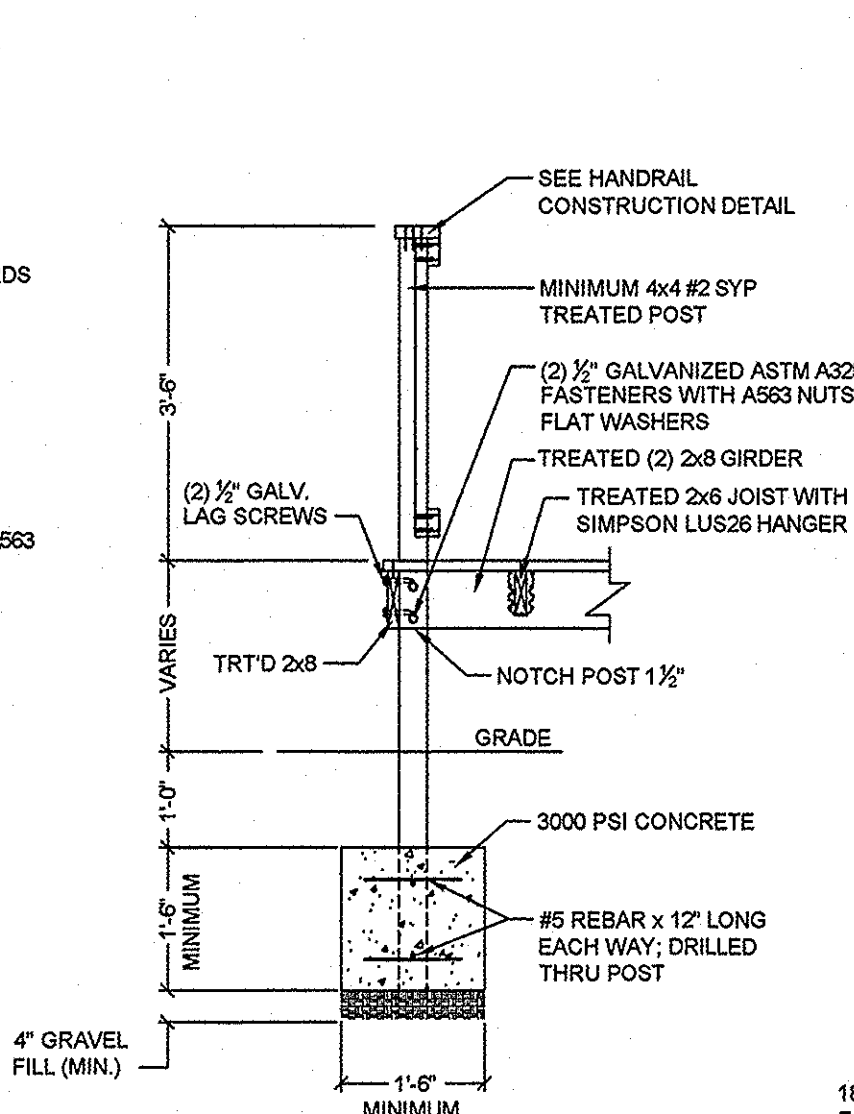
GENERAL NOTES

- ENGINEER'S DESIGN APPLIES TO DRAWINGS AS STAMPED. DESIGNS ARE FOR WIND, SEISMIC, STRUCTURAL, AND FOUNDATION SYSTEMS ONLY AS SHOWN.
- ANY ALTERATIONS OR DEVIATIONS FROM THE CONSTRUCTION SPECIFICATIONS CONTAINED WITHIN THESE DESIGN DOCUMENTS SHALL BE THE RESPONSIBILITY OF THE PARTIES INVOLVED AND MAY VOID THE ENGINEERED DESIGN.
- ERECTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS. DISCREPANCIES SHALL BE RESOLVED AS NEEDED WITH ENGINEER BEFORE PROCEEDING.
- ERECTOR SHALL FOLLOW STANDARD CONSTRUCTION PRACTICES DICTATED BY THE 2012 "INTERNATIONAL BUILDING CODE" (IBC) EXCEPT AS NOTED.
- ALL EXPOSED WOOD (POSTS, JOISTS, GIRDERS, ETC.) AND WOOD IN CONTACT WITH CONCRETE OR MASONRY (SILL PLATES) SHALL BE PRESSURE TREATED FOR EXTERIOR USE IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA) GUIDELINES. WOOD SHALL BE TREATED FOR ABOVE OR BELOW GROUND USE, WHICHEVER APPLIES.
- ALL LIGHT GAUGE HARDWARE SHALL HAVE A MINIMUM G90 GALVANIZED COATING IN ACCORDANCE WITH ASTM A653 OR SHALL BE POST HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 (CONNECTORS) OR A153 (FASTENERS). HARDWARE IN CONTACT WITH TREATED WOOD SHALL HAVE A MINIMUM G185 COATING, SHALL BE POST HOT-DIP GALVANIZED, OR SHALL BE TYPE 316L STAINLESS STEEL.
- FASTENERS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS. THREADED FASTENERS SHALL BE MINIMUM ASTM A325 BOLTS, ASTM A563 NUTS, AND ASTM F436 WASHERS GALVANIZED IN ACCORDANCE WITH ASTM A153. WOOD SCREWS SHALL BE GALVANIZED OR 316L STAINLESS STEEL.
- FASTEN 2x10 JOISTS TO GIRDERS USING SIMPSON LUS28 JOIST HANGERS. FASTEN 2x6 JOISTS TO GIRDERS ON RAMP USING SIMPSON LUS26 JOIST HANGERS. NOTCH END OF JOISTS TO PROVIDE SOLID SEAT ON JOIST HANGER.
- SOLID SOIL BEARING CAPACITY TO BE 2000 PSF MINIMUM. REMOVE ORGANIC MATERIAL AND POUR FOOTINGS AND SLAB ON COMPACTED NATURAL GROUND. IF SOIL IS SUSPECT OR OTHER THAN NATURAL GROUND, A SOIL ANALYSIS BY A QUALIFIED GEOTECHNICAL ENGINEER IS RECOMMENDED. SUCH ANALYSIS MAY SHOW REASON TO REDESIGN FOUNDATION.
- CONCRETE WORK SHALL MEET THE REQUIREMENTS OF ACI 318, LATEST REV., "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE." CONCRETE TO HAVE A 3000 PSI MINIMUM COMPRESSIVE STRENGTH.
- REBAR SHALL MEET THE REQUIREMENTS OF ASTM A615, GRADE 40 OR 60.



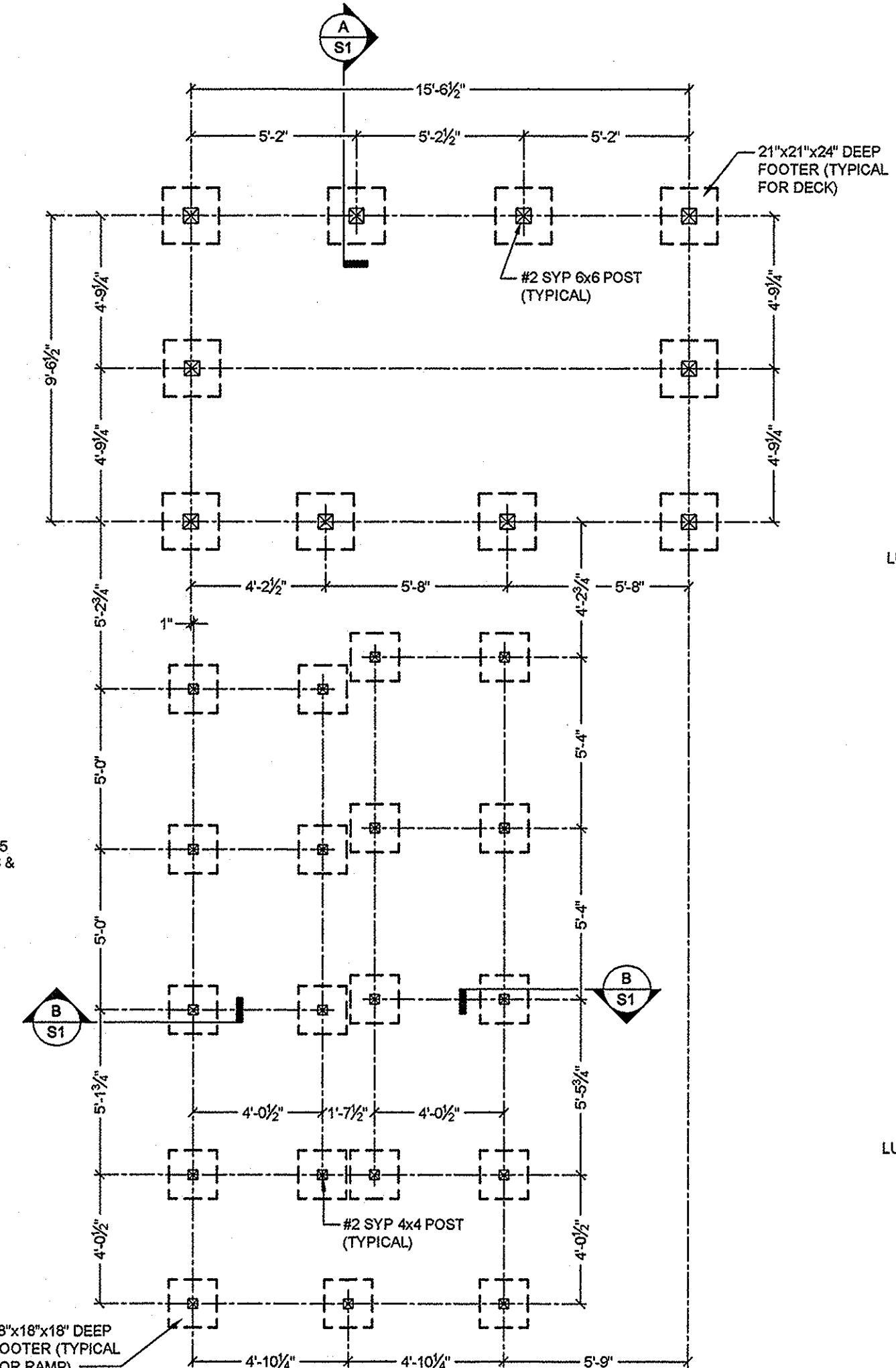
SECTION A

SCALE: 1/2" = 1'-0"



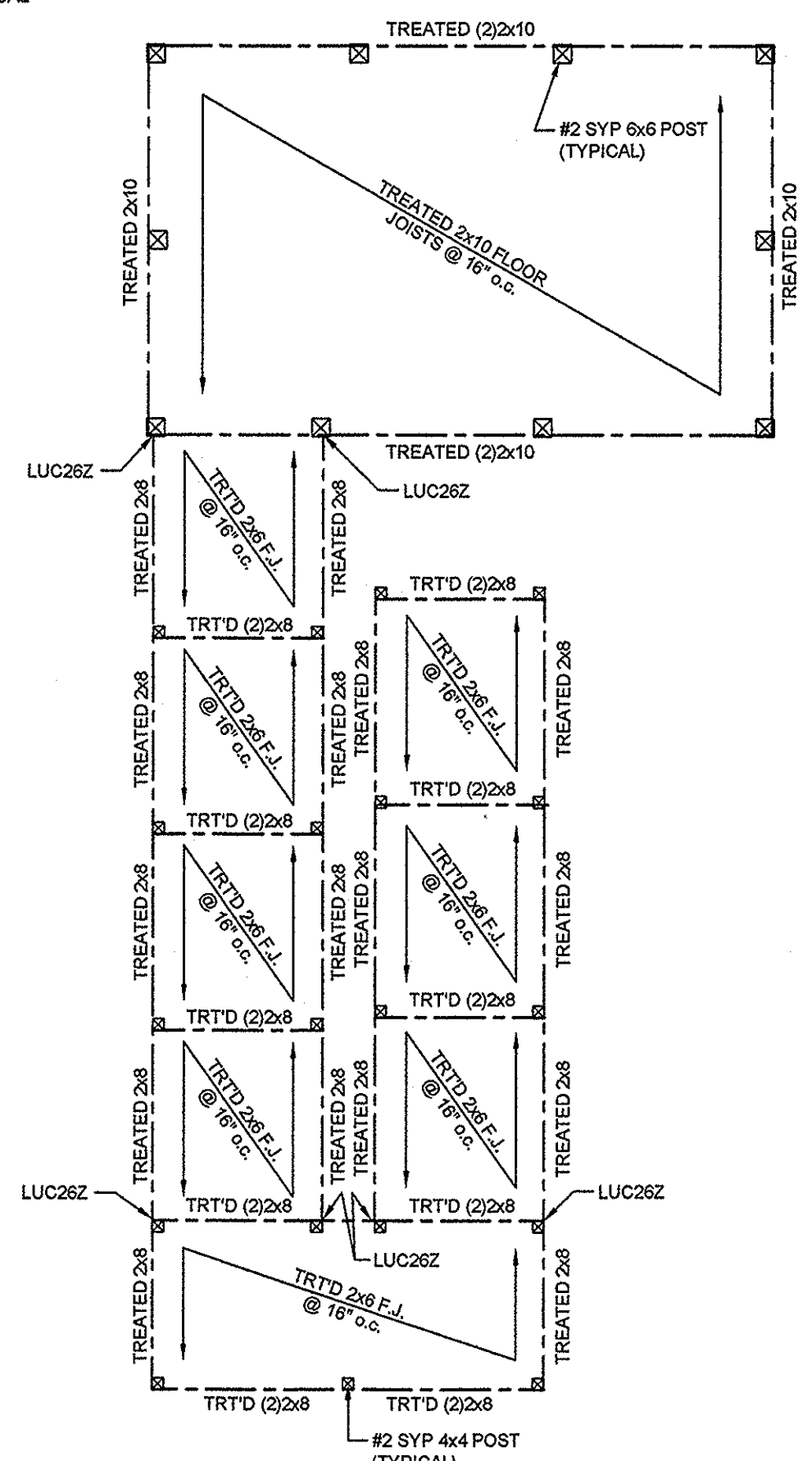
SECTION B

SCALE: 1/2" = 1'-0"



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



FRAMING PLAN

SCALE: 1/4" = 1'-0"

© COPYRIGHT 2015
ADVANTAGE ENGINEERING, LLC
NOTICE
All drawings, specifications, and reports are the property of Advantage Engineering, LLC. The reproduction or use of these documents in any other project without written permission of Advantage Engineering, LLC is strictly prohibited. This design is protected by federal copyright laws.

ADVANTAGE ENGINEERING, LLC
1115 S. 10TH AVE., SUITE 100
GEORGETOWN, SC 29440
TEL: 803.535.1115
FAX: 803.535.1116
www.advantageeng.com

ENGINEERING DESIGN DETAILS
10' x 16' OBSERVATION DECK
MORGAN PARK
GEORGETOWN, SC 29440

DWG BY:	JAH
DSN BY:	JAH
DATE:	07-01-15
SCALE:	NOTED
REV#	DATE
1	XX/XX/XX
2	XX/XX/XX
3	XX/XX/XX
4	XX/XX/XX

SHEET NO.
S1



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2046

Council Meeting Date:	21 April 2016
Department:	Water Utilities
Issue Under Consideration:	Motion to Authorize Staff to Enter Into a Contract and Approve Payment to Southeast Pipe Survey, Inc. For the Cherry Street Sewer Rehabilitation in the Amount of \$78,728.25
Amount Requested:	\$78,728.25
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	None
Points to Consider:	• The sewer main on Cherry Street is in need of repair. We are currently visiting the area every week to maintain service. • There are areas that have been repaired in the past, and areas that currently need repair. • This project will slipline the existing sewer main. • An additive is included in the approval for rehabilitation of existing manholes.
Options:	Approve or Disapprove
Staff Recommendation:	Approve

Reviews:

Will Cook Completed 04/12/2016 4:46 PM
 Finance Completed 04/12/2016 5:05 PM
 City Attorney Skipped 04/13/2016 9:47 AM
 Contract not attached
 Chris Carter Completed 04/13/2016 11:11 AM
 Ann U. Mercer Completed 04/13/2016 11:32 AM
 Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Bid Tab 2016 (PDF)

ANALYSIS

Bid# 31-2016-003

4/5/2016

Cherry Street Sewer Rehabilitation

Item #	Description	Qty	Unit	Bidder #1 Southeast Pipe Survey, Inc.		Bidder #2 Holzheimer Construction, Inc.		Bidder #3 IPR Southeast, LLC		Bidder #4 Insituform Technologies	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Demolish & Remove Existing MH & 10 LF Pipe Both Sides (Depth: 8-10')	1	EA	\$4,090.00	\$4,090.00	\$9,950.00	\$9,950.00	\$14,000.00	\$14,000.00	\$35,512.10	\$35,512.10
2	Furnish & Install MH & 10 LF Both Sides (Depth: 8- 10')	1	EA	\$8,500.00	\$8,500.00	\$16,950.00	\$16,950.00	\$24,000.00	\$24,000.00	\$40,703.70	\$40,703.70
3	Point Repair 10 LF (Depth: 0-8') on 8" main including surface restoration	2	EA	\$4,110.00	\$8,220.00	\$11,840.00	\$23,680.00	\$16,500.00	\$33,000.00	\$23,582.70	\$47,165.40
4	Mechanical Root Cutting	100	LF	\$8.25	\$825.00	\$3.00	\$300.00	\$1.50	\$150.00	\$1.10	\$110.00
5	Cured-In-Place-Pipe Lining (CIPP) 8" - Includes cleaning and televising	1,340	LF	\$33.50	\$44,890.00	\$48.00	\$64,320.00	\$43.00	\$57,620.00	\$40.10	\$53,734.00
6	Cured-In-Place-Pipe Lining (CIPP) 10" - Includes cleaning and televising	20	LF	\$190.00	\$3,800.00	\$78.00	\$1,560.00	\$72.00	\$1,440.00	\$407.00	\$8,140.00
7	Sewer Service Reestablishment	21	EA	\$162.00	\$3,402.00	\$190.00	\$3,990.00	\$175.00	\$3,675.00	\$171.10	\$3,593.10
BASE BID TOTAL OF ITEMS 1-7 INCLUSIVE, THE AMOUNT OF:				\$73,727.00		\$120,750.00		\$133,885.00		\$188,958.30	
Additive #1	MH Rehabilitation Brick 4' Diameter (Depth: 6-8') Calcium Aluminate	5	EA	\$1,000.25	\$5,001.25	\$1,950.00	\$9,750.00	\$1,675.00	\$8,375.00	\$2,274.30	\$11,371.50

TOTAL INCLUDING BASE BID & ADDITIVE #1:

\$78,728.25

\$130,500.00

\$142,260.00

\$200,329.80

Attachment: Bid Tab 2016 (2046 : Cherry Street Sewer Rehabilitation)



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

RESOLUTION

DOC ID: 2044

Council Meeting Date:	21 April 2016
Department:	Electric
Issue Under Consideration:	Motion to Pass a Resolution Authorizing the City Administrator to Terminate the Pole Attachment Agreement Between the City and Time Warner Cable Effective June 20, 2016
Amount Requested:	NA
Is Item in Current Budget?	NA
If no, please explain:	
Financial Impact:	NA
Points to Consider:	The City executed a pole attachment agreement with Time Warner Cable (TWC) in 2010. This agreement allowed TWC to attach to City distribution poles for a 5 year term at a specified annual attachment rate which escalated each year. The City executed an identical agreement (with identical rate structure) with Southern Coastal Cable (SCC) at the same time. At the end of the 5 year term, the City intended to review and re-negotiate annual attachment rates for both entities. Last year, at the end of the term of the contract, the City negotiated a new agreement with SCC at their request to accommodate a loan that they were in the process of obtaining. The City now needs to change TWC's rates to match SCC's and provided notice to TWC in December that this was about to happen. TWC has refused to pay the new rates, which are market-based rates comparable to other attachment fees in the region. The existing agreement states that it will remain in effect after the 5-year term until either party issues a 60 day notice that they intend to terminate.
Options:	When the agreement was re-negotiated in 2010, the process took over a year to accomplish because of delays, tactical and otherwise. If we do not issue the requested 60 day notice to terminate the agreement, the same thing will happen again. By issuing the 60 day notice, we will force the issue to be resolved during the specified time limit.
Staff Recommendations:	Staff recommends that Council authorize the City Administrator to issue 60 day notice of intent to terminate the agreement effective June 20, 2016 in order to force resolution of this matter.

Reviews:

Alan Loveless Completed 04/12/2016 3:37 PM

Updated: 4/12/2016 3:37 PM by Alan Loveless

Page 1

Chris Carter Completed 04/12/2016 5:06 PM

Ann U. Mercer Completed 04/13/2016 8:42 AM

Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Georgetown SC Resolution terminating Pole Attachment Agreement tc (PDF)
2. 2 TWCCouncilpacket042116 (PDF)

**MOTION TO PASS A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
TERMINATE THE POLE ATTACHMENT AGREEMENT BETWEEN THE CITY AND TIME
WARNER CABLE EFFECTIVE JUNE 20, 2016**

**A RESOLUTION OF THE CITY OF GEORGETOWN SOUTH CAROLINA
AUTHORIZING THE CITY ADMINISTRATOR TO NOTIFY TIME WARNER CABLE OF
THE TERMINATION OF POLE ATTACHMENT AGREEMENT**

RECITALS:

1. On or about December 16, 2010 Time Warner Entertainment Advance/Newhouse Partnership, ("hereinafter called "TWC") and the City of Georgetown, South Carolina (hereinafter called "the City") entered into a Pole Attachment Agreement ("Agreement") for the use of the City's Poles.
2. TWC currently attaches its wires and related equipment to the City's utility Poles.
3. In accordance with Section 14 of the Pole Attachment Agreement the Agreement shall continue in force and effect for a period of five (5) years from and after the date of the Agreement, and thereafter from year to year unless terminated by either party by giving written notice of its intention to do so not less than sixty (60) days' notice.

NOW, THEREFORE, the City Council of the City of Georgetown South Carolina hereby resolves as follows:

1. The recitals set forth above are incorporated in their entirety.
2. The City Administrator is authorized to provide TWC with the required written notice of intent to terminate the Pole Attachment Agreement to be effective June 20, 2016.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval, and adoption.

Passed and adopted by the City of Georgetown South Carolina City Council, this 21st day of April 2016.

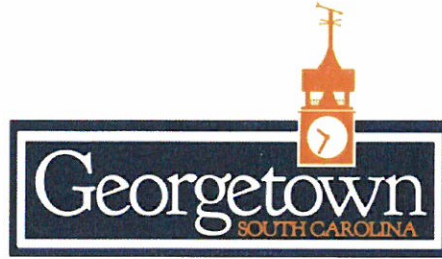
ATTEST:

Ann U. Mercer, City Clerk

Jack Scoville Jr. Mayor

JACK M. SCOVILLE, JR.
Mayor

CHRIS CARTER
City Administrator



ALAN J. LOVELESS, P.E.
Director of Electric Utility

ELECTRIC UTILITY DEPARTMENT
OFFICE: (843) 545-4600
FAX: (843) 527-7591

December 4, 2015

VIA EMAIL Jamie.Scott@twcable.com AND U.S. MAIL

Mr. Jamie Scott
Time Warner Cable
11546 Hwy 17 Bypass S
Murrells Inlet SC 29576

Dear Mr. Scott:

Enclosed for your review is a draft resolution to amend our current Pole Attachment Agreement. The City has recently negotiated a new pole rental rate with Southern Costal Cable ("SCC") in the amount of \$20.00 per pole to be effective January 1, 2016. It is in the City's interest for both cable companies to pay the same rate. The rate proposed in the resolution for subsequent years have been agreed to by SCC as well.

In accordance with our Pole Attachment Agreement Time Warner Cable ("TWC") may terminate the Agreement by providing sixty (60) days' notice of its intention to do so if the changes in fees are not acceptable. In the event TWC chooses not to terminate this Agreement these rates will go into effect January 1, 2016. I would appreciate receiving in writing TWC's acceptance of the rate to be effective January 1st so that I can present the resolution to the City Council at their meeting scheduled for January 21, 2016.

P.O. Box 1146 | Georgetown SC 29442

If you should have any questions regarding the rate adjustment or for any reason do not agree with the proposed increase please contact Mr. Greg Fender with Local Government Services, LLC at 706-482-9933. We appreciate your cooperation with this matter.

Sincerely,

Alan Loveless
Electric Utility Director

CC: Mr. Greg Fender, Local Government Services

RESOLUTION No. _____

**RESOLUTION OF THE CITY OF GEORGETOWN, SOUTH CAROLINA APPROVING
FIRST AMENDMENT OF THE POLE ATTACHMENT AGREEMENT WITH
TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP**

Whereas, on or about December 16, 2010, the City of Georgetown, South Carolina (hereinafter called the "the City") and Time Warner Entertainment-Advance/Newhouse Partnership (hereinafter called "Attachor") entered into a Pole Attachment Agreement (hereinafter referred to the "Agreement"); and

Whereas, Attachor places and maintains aerial cables, equipment and facilities ("Attachments") within the City and desires to continue to place such attachments on poles of the City; and

Whereas, the Agreement provided for a term of Five (5) years from and after the date of the Agreement unless sooner terminated as provided therein, the Agreement would automatically be extended for additional one (1) year extensions unless either Party provided not less than sixty (60) days written notice of its intention not to extend the term of the Agreement; and

Whereas, City seeks to establish an Annual Attachment Fee for the years 2016 through 2020 and the City and Attachor have agreed to modify Section 11(a) of Agreement to reflect mutually agreed upon rental rates per pole to be effective January 1, 2016 and for subsequent years.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Attachor agree as follows:

Amendment Terms

1. Section 11(a) of the Agreement is hereby amended and restated in its entirety and shall hereafter be read as follows:

\$20.00 per pole effective January 1, 2016

\$20.50 per pole effective January 1, 2017

\$21.00 per pole effective January 1, 2018

\$21.50 per pole effective January 1, 2019

\$22.00 per pole effective January 1, 2020

For the year 2021 and at intervals of not less than every five (5) years thereafter, the Annual Attachment Fee applicable under this Agreement shall be subject to change by the City by giving Attachor sixty (60) days' written notice prior to the date the change is to become effective. Attachor may terminate this Agreement at the end of such sixty-day notice period if the change in Annual Attachment Fee is not accepted by Attachor: provided Attachor gives City written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such

sixty-day period. In the event Attachor chooses not to terminate this Agreement, such change in the Annual Attachment Fee shall become effective within sixty (60) days of the City's notice of the Annual Attachment Fee change.

2. Except as herein expressly modified, said Agreement dated and effective December 16, 2010, is to remain in full force and effect according to its tenure until terminated in the manner provided in said Agreement as amended herein.

Within twenty (20) days of the date of adoption of this Resolution, Attachor shall provide the City with a signed acceptance of this Resolution.

PASSED, ADOPTED AND APPROVED by the City Council this ____ day of _____ 2016.

Jack M. Scoville, Jr., Mayor

AGREED AND ACCEPTED this ____ day of _____ 2016 by

_____.

ATTEST:

City Clerk

JACK M. SCOVILLE, JR.
Mayor

CHRIS CARTER
City Administrator



ALAN J. LOVELESS, P.E.
Director of Electric Utility

ELECTRIC UTILITY DEPARTMENT
OFFICE: (843) 545-4600
FAX: (843) 527-7591

February 3, 2016

VIA EMAIL Jamie.scott@twcable.com AND U.S. MAIL

Mr. Jamie Scott
Time Warner Cable
11546 Hwy 17 Bypass S
Murrells, Inlet SC 29576

Dear Mr. Scott:

You will soon be receiving an invoice in the amount of \$63,880.00 for Time Warner Cable's ("TWC") 2016 annual pole rent. This amount is based on a rental rate of \$20.00 per pole for 3,194 poles used by TWC. Pursuant to Section 11 (b) of our Agreement the annual attachment fee shall be due and payable within Forty Five (45) days of the date of the invoice. Please note however, Section 18 requires interest to be assessed at the rate of One (1) percent per month (12% per annum), until paid in full.

If you should have any questions regarding the enclosed invoice please contact Mr. Greg Fender with Local Government Services, LLC at 706-482-9933. We appreciate your cooperation with this matter.

Sincerely,

Alan Loveless
Electric Utility Director

CC: Mr. Greg Fender, Local Government Services

P.O. Box 1146 | Georgetown SC 29442

SheppardMullin

Sheppard Mullin Richter & Hampton LLP
2099 Pennsylvania Avenue, NW, Suite 100
Washington, D.C. 20006-6801
202.747.1900 main
202.747.1901 main fax
www.sheppardmullin.com

Ray Rutngamlug
Partner
202.747.1934 direct
202.747.3845 fax
rrutngamlug@sheppardmullin.com

March 8, 2016

File Number: OXNT-179307

VIA Certified Mail

Alan Loveless, PE
Director of Electric Utility
City of Georgetown (29440)
800 Church Street
P.O. Box 1146
Georgetown, SC 29442
aloveless@cogsc.com

Re: Time Warner Pole Attachments in the City of Georgetown

Dear Mr. Loveless,

Thank you for your letters of February 2 and 3 regarding the recent pole count conducted by the City of Georgetown and discussing the City's desire to charge an attachment rate of \$20.00 per pole.

With respect to the pole count, TWC has received the City's Invoice # 2016-00000039 for \$5,282.83 for TWC's share of the pole count costs, which we understand from your February 2 letter to include \$172.43 in per-diem and mileage expenses, as well as \$5,110.40 (at \$1.60 per pole) for the costs of counting TWC's poles. TWC's Check for the full amount of \$5,282.83 as payment for this invoice will be sent under separate cover.

We note that the City's contractor, Local Government Services, LLC, counted 3,194 TWC poles. In order to allow TWC to confirm this count, we request that the City provide a copy of the data generated by the pole count, including any report provided to the City by the contractor.

In addition, TWC has received the City's Invoice # 2016-00000040 in the amount of \$63,880.00, representing the City's charge of \$20.00 per pole for 2016 annual rent. The fact that the City recently negotiated with Southern Coastal Cable (as you indicate in your February 3 letter) does not adequately assure TWC that the \$20.00 per pole rate is a reasonable rate. The pole attachment agreement automatically renewed for another year as of December 16, 2015, and

SheppardMullin

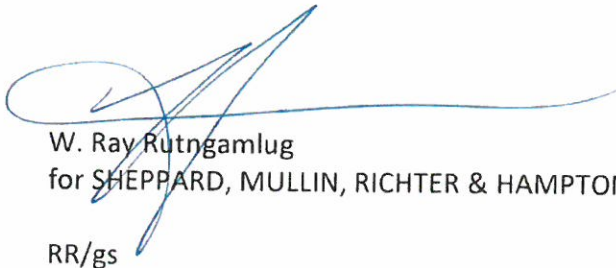
Alan Loveless
March 8, 2016
Page 2

the agreement does not include any provisions enabling the escalation of pole attachment fees beyond \$16.00. Accordingly, TWC shall continue to pay the \$16.00 rate for calendar year 2016. We have enclosed TWC's Check No. 0004519044 in the amount of \$51,104.00 representing payment of the invoice at this \$16.00 rate.

TWC is open to negotiating a reasonable rate going forward. In order to establish the City's pole rate is reasonable, we request that the City provide its cost data and calculations to support its rate. Enclosed please find a copy of a questionnaire that specifies the information we are requesting.

Please contact us if you have any questions or would like to discuss further.

Sincerely,



W. Ray Rutngamlug
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
RR/gs

Enclosures

cc: Greg Fender, Local Government Services

SMRH:224579466

JACK M. SCOVILLE, JR.
Mayor

CHRIS CARTER
City Administrator



ALAN J. LOVELESS, P.E.
Director of Electric Utility

ELECTRIC UTILITY DEPARTMENT
OFFICE: (843) 545-4600
FAX: (843) 527-7591

March 30, 2016

**VIA EMAIL rrutngamlug@sheppardmullin.com and
CERTIFIED MAIL RETURN RECEIPT REQUESTED**

W. Ray Rutngamlug
Sheppard Mullin Richter & Hampton, LLP
2099 Pennsylvania Avenue, NW, Suite 100
Washington, DC 20006-6801

Re: Termination of Pole Attachment Agreement with Time Warner Cable

Dear Mr. Rutngamiug:

Thank you for your letter of March 8th regarding Time Warner Cable's response to the City's request to adjust its pole rental rate. We are disappointed that TWC did not agree with our proposed rate of \$20.00 per pole as this is the same rate that Southern Coastal Cable has agreed to and is similar to the rate other municipal electric providers apply in South Carolina.

In accordance with Section 14 of our Pole Attachment Agreement, I will request the City Council to authorize the City Administrator to provide TWC the required sixty (60) days' notice of our desire to terminate the existing Pole Attachment Agreement at their next regularly scheduled meeting to be held on April 21st. Enclosed is a draft copy of the staff's recommended resolution that will be presented for their review.

I also want to respond to your request that the City provide cost data and calculations to support our rate request by completing a questionnaire provided by TWC. As I am sure you are aware, the FCC's oversight of utility poles stems from Section 224 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. Generally speaking, cooperatives and public power utilities are not subject to the commission's rules

P.O. Box 1146 | Georgetown SC 29442

unless their states require them to follow the FCC's rules (a few states do such as Texas for example). South Carolina does not and electric cities such as Georgetown set their own policies and rates which are generally accepted as a market rate.

If you should have any questions regarding this matter, please contact Mr. Greg Fender with Local Government Services, LLC at 706-482-9933 or me.

Sincerely,

Alan Loveless
Director of Electric Utility

CC: Mr. Greg Fender, Local Government Services, LLC
Chris Carter, City Administrator
Elise Crosby, City Attorney



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ORDINANCE

DOC ID: 2042

B

Council Meeting Date:	21 April 2016
Department:	Administration
Issue Under Consideration:	Motion to approve first reading of an ordinance granting consent for application for State Franchise for Video Service on behalf of Frontier Communications of the Carolinas LLC.
Amount Requested:	n/a
Is Item in Current Budget?	n/a
If no, please explain:	No Financial Impact
Financial Impact:	none
Points to Consider:	1) Application made for State issue Certificate of Franchise. Form approving must be submitted by May 12 th , 2016.
Options:	
Staff Recommendations:	1) Approve absent any reason otherwise.

Reviews:

Chris Carter Completed 04/12/2016 11:35 AM

Chris Carter Completed 04/12/2016 11:35 AM

Finance Completed 04/12/2016 2:30 PM

City Attorney Completed 04/12/2016 3:03 PM

Ann U. Mercer Completed 04/12/2016 3:33 PM

Amend short name and formal title. Change category from budget amendment to ordinance.

Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Ordinance of Consent for Frontier Communications LLC (PDF)
2. 2 Frontier Application (PDF)

**MOTION TO APPROVE FIRST READING OF AN ORDINANCE GRANTING CONSENT FOR
APPLICATION FOR STATE FRANCHISE FOR VIDEO SERVICE ON BEHALF OF FRONTIER
COMMUNICATIONS OF THE CAROLINAS LLC.**

STATE OF SOUTH CAROLINA)
)
CITY OF GEORGETOWN)
)
ORDINANCE GRANTING CONSENT TO
APPLICATION FOR FRANCHISE FOR
CABLE OR VIDEO SERVICE AND SETTING
FRANCHISE FEE

WHEREAS, Article 8, section 15 of the Constitution of the State of South Carolina provides, among other things, that no law shall be passed by the General Assembly granting the right to a utility to construct and operate lines and facilities in a public street or on public property "without first obtaining the consent of the governing body of the municipality in control of the streets or public places proposed to be occupied for any such or like purpose"; and

WHEREAS, the General Assembly by 2006 Act 288 (known as the "South Carolina Competitive Cable Services Act") has imposed a system of a State-Issued Certificate of Franchise Authority ("COFA"), under which a cable or video service provider may designate by application to the Secretary of State those municipalities in which the provider wishes to operate, and the municipality so designated, within the period of time after notice from the Secretary of State as set out in S.C. Code section 58-12-310, is to advise the Secretary of State whether the municipality consents to the COFA or denies consent; and

WHEREAS, S.C. Code section 5-7-260(4) requires that the municipal council act by ordinance in granting, renewing or extending a franchise; and

WHEREAS, the Council has determined, in the exercise of its lawful discretion and authority, to grant its consent to a franchise and to the application for a COFA for the applicant,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Georgetown, in Council, duly assembled, as follows:

1. The Council, as the municipal governing body, consents to the application of Frontier Communications of the Carolinas, LLC (copy attached) to operate cable or video service within the municipality.
2. The maximum franchise fee rate allowed by controlling law shall apply to the applicant's provision of cable or video service within the municipality. The municipality reserves all rights to impose on the applicant all ad valorem taxes, service fees, sales tax, or other taxes and fees lawfully imposed or to be imposed on other businesses within the municipality.
3. All rights of the municipality under Article 8, section 15 of the Constitution of the State of South Carolina, under State law (including the South Carolina

Competitive Cable Services Act), and under any superseding Federal law are specifically reserved.

This Ordinance shall be effective from the date of final reading and adoption.

DONE IN MEETING DULY ASSEMBLED, this 21st day of April, 2016.

Mayor

ATTEST:

Municipal Clerk

First reading: _____

Second reading and adoption: _____

Approved as to form: _____
Municipal Attorney

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



RECEIVED

MAR 08 2016

SC SECRETARY
OF STATE

APPLICATION FOR A STATE-ISSUED
CERTIFICATE OF FRANCHISE AUTHORITY

Pursuant to state law, a person or entity seeking to provide cable or video service must have a certificate of franchise authority, either an existing certificate issued by a local government under prior law, or upon expiration of that certificate issued by a local government, a state-issued certificate of franchise authority issued by the Secretary of State under S.C. Code of Laws §58-12-310(B).

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to S.C. Code Section 58-12-310, the undersigned hereby applies for authorization to provide cable or video service in the state of South Carolina.

1. The name of the applicant is Frontier Communications of the Carolinas LLC

2. The applicant is providing ☐ Cable Service OR ☒ Video Service

3. The street address of the applicant is 919 Lumber Street

Myrtle Beach	Horry	Street Address	29577
City	County	State	Zip Code

The mailing address of the applicant is same

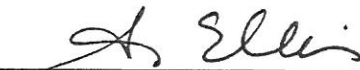
4. The municipalities and unincorporated areas of counties that are proposed to be served by the applicant are to be described in the accompanying Affidavit in Support of State-Issued Certificate of Franchise Authority. For each of the municipalities and unincorporated areas of counties so described, provide the name, address and telephone number for the person to whom the Notice of Application for a State-Issued Certificate of Franchise Authority should be provided.

Municipality/Area	Name & Title	Address	Telephone No.	Expiration Date of Current Franchise (if applicable)
City of Georgetown, SC				
City of Myrtle Beach, SC				
City of North Myrtle Beach, SC				
County of Georgetown, SC	See attached sheet for specified information.			
County of Horry, SC				
Town of Surfside Beach, SC				

Attachment: Frontier Application (2042 : Consent to State Franchise for Video Service)

5. This application is accompanied by an affidavit signed by an officer or general partner of the applicant and fee as required by S.C. Code Section 58-12-310(B).

Date 3/4/16


Officer/General Partner's Signature
Allison M. Ellis, Vice President - Regulatory Affairs
Type or Print Name
2600 Meridian Parkway
Address
Durham, NC 27713
(919) 941-3005
Telephone Number

Attachment: Frontier Application (2042 : Consent to State Franchise for Video Service)

AFFIDAVIT IN SUPPORT OF APPLICATION
FOR STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY

PERSONALLY appeared before me the undersigned who being duly sworn according to law, deposes and says on oath:

My name is Allison M. Ellis and my title/position is Vice President - Regulatory Affairs of Frontier Communications Corporation. This affidavit is based upon my personal knowledge of the facts contained in the Application for State-Issued Certificate of Franchise Authority and this affidavit. I certify and affirm that all such facts are true and correct. I affirm that the applicant agrees to comply with all applicable federal and state laws and regulations.

In this application the applicant seeks to provide cable or video services in the following areas:

The City of Georgetown, SC

The City of Myrtle Beach, SC

The City of North Myrtle Beach, SC

The County of Georgetown, SC - areas surrounding the City of Georgetown an adjacent to Pawleys Island

The County of Horry, SC - area along the southeastern edge of the County

Town of Surfside Beach, SC

(Written description of the municipalities and unincorporated areas of the counties to be served in whole or in part. A map or other graphic representation may supplement, but not substitute for, the written description.)

The principal place of business for the applicant is located at 401 Merritt 7, Norwalk, CT 06851

The principal executive officers of the applicant are:

Name & Title	Address	Telephone No.
Daniel J. McCarthy, President & CEO	401 Merritt 7, Norwalk, CT 06851	203-614-5600
John M. Jureller, CFO	401 Merritt 7, Norwalk, CT 06851	203-614-5600
Mark D. Nielsen, General Counsel & Secretary	401 Merritt 7, Norwalk, CT 06851	203-614-5600

Dated this 7th day of March, 2016.

SWORN to and subscribed before me, this
7th day of March, 2016

[Signature]

Notary Public for _____
My Commission Expires: _____

SUSAN A. MILLER
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires Oct. 5, 2019

[Signature]
Officer/General Partner's Signature
Allison M. Ellis, VP Regulatory Affairs
Type or Print Name
2600 Meridian Parkway
Address
Durham NC 27713
(919) 941-3005
Telephone Number

Attachment: Frontier Application (2042 : Consent to State Franchise for Video Service)



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2043

Council Meeting Date:	21 April 2016
Department:	Administration
Issue Under Consideration:	Motion to Approve Tych & Walker Architect, LLP and Coastal Structures Corporation as the selected Design-Build Firm for the Fire Station #2 Project
Amount Requested:	n/a
Is Item in Current Budget?	yes
If no, please explain:	
Financial Impact:	Conditional upon Contract Approval
Points to Consider:	Design Build Proposal was competitively selected and recommendation is based on stated qualifications of both Firms.
Options:	1) Approve 2) Not Approve
Staff Recommendation:	Approve

Reviews:

Chris Carter Completed 04/13/2016 3:24 PM

Chris Carter Completed 04/13/2016 3:25 PM

Ann U. Mercer Completed 04/13/2016 3:29 PM

Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Notes for recommending Design-Build Team 4-2016 Reg Mtg (PDF)



Time Line for Design- Build Team Selection Fire Station 2 Project #11-2016-001

January 9, 2016 - RFP for Design/Build Services for the Fire Station 2 Project issued.

January 20, 2016 - Deadline for questions to be posed.

January 22, 2016 – Deadline for answers to questions.

February 29, 2016 – Proposals due.

Three Received:

1. Welch Construction Inc. with PMH Associates Inc.
2. BEC Construction with Graham Group Architecture
3. Tych & Walker Architects, LLP with Coastal Structures Corporation

Committee members were:

1. Carol Jayroe, Council Member
2. Rudolph Bradley, Former Council Member
3. Ed Kimbrough, Council Member
4. Charlie Cribb, Fire Chief
5. Chris Carter, City Administrator

March 10, 2016 – 1st Committee review meeting.

An interview with the most qualified Team: Tych & Walker/Coastal Structures to be held Tuesday, March 15 at 4 PM.

March 15, 2016 – Presentation of additional information by Mike Walker and associates from Coastal Structures. Recommendation issued to City Council for selection of Tych-Walker and Coastal Structures Inc.

Criteria for Selection (From RFP)

Submittal Evaluation

Contract shall be awarded to the best qualified, and lowest responsive and responsible proposer. In determining the best qualified, responsive and responsible proposer, in addition to price, the City shall consider:

Page |

1. The ability, capacity, and skill of the proposer to perform the contract to provide the service(s) required;
2. Whether the proposer can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
4. The quality of performance of previous contracts or services similar to;
5. The previous and existing compliance by the proposer with laws and ordinances relating to the contract or services;
6. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
8. The ability of the proposer to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
9. Whether the proposer has met the criteria of the architectural design/build services, specifications, terms and conditions.

Recommendation

The Design-Builder team of Tych-Walker/Coastal Structures (Team) was deemed to be the best qualified due to the number of public safety buildings, including fire stations built in the area with positive results during the last ten year time frame. In addition to the City Station #1 renovation, this Team has constructed at least four other stations in the Horry and Georgetown County area and 10 substations for Georgetown County particularly.

In order to meet the RFP that alternatives be proposed the Team proposed a square footage reduction of approximately 8,687 sq. ft. to 6,820 sq. ft. eliminating the public gathering room & exercise room.

Process going forward:

1. Execute the Design-Build Contract
2. Upon approval of the Preliminary Design, then the Build Amendment takes place.

§ 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.

4.4.3 of the contract

3. (show slide)



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2053

Council Meeting Date:	21 April 2016
Department:	Administration
Issue Under Consideration:	Motion to approve an Agreement between the City of Georgetown and Coastal Structures Inc. For The Design And Build Of Fire Station #2
Amount Requested:	\$39,000
Is Item in Current Budget?	yes
If no, please explain:	
Financial Impact:	Once the preliminary design is approved the Amendment will be for the actual construction cost.
Points to Consider:	
Options:	1) Approve 2) Not Approve
Staff Recommendation:	Approve

Reviews:

Chris Carter Completed 04/13/2016 3:23 PM

Chris Carter Completed 04/13/2016 3:23 PM

Ann U. Mercer Completed 04/13/2016 3:27 PM

Georgetown City Council Pending 04/21/2016 5:30 PM

Attachments:

1. 1 Contract 4-13-16 (Tych-Walker Coastal Structures) (PDF)

AIA[®] Document A141[™] – 2014
Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Georgetown
120 N. Fraser Street
Georgetown, SC 29440
843.545.4001

and the Design-Builder:
(Name, legal status, address and other information)

Coastal Structures Corporation
407 Church Street, Suite J
Georgetown, SC 29440
843.546.4491

for the following Project:
(Name, location and detailed description)

City of Georgetown Fire Station #2
2928 S. Fraser Street
Georgetown, SC 29440

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.

The Owner and Design-Builder agree as follows.

Init.

AIA Document A141[™]-2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 04/11/2016 09:38:07 under the terms of AIA Documents on Demand[®] Order No. 2009296950, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

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.)

As per attached Exhibit 'C' Request for Proposals #11-2016-001 and as per attached Exhibit 'D' Request for Proposals response from Coastal Structures Corporation and Tych & Walker Architects, LLP

Init.

/

§ 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.)

As per attached Exhibit 'C'

§ 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.)

As per attached Exhibit 'C'

§ 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.)

Not Applicable

§ 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-Builder's 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.)

Not Applicable

§ 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.)

One million five hundred thousand dollars (\$1,500,00)

Based on 6820 sf size facility

Size, scope and overall budget can be amended in Exhibit 'A' Design Build Amendment

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Approximately two months

.2 Submission of Design-Builder Proposal:

Approximately one month

- .3 Phased completion dates:
To be determined
- .4 Substantial Completion date:
To be determined
- .5 Other milestone dates:
To be determined

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

- .1 Architect
Tych & Walker Architects, LLP
PO Box 509
Pawleys Island, SC 29585
- .2 Consultants
McKnight Smith Ward Griffin Engineers (Charlotte, NC)
Kyzer & Timmerman (Myrtle Beach, SC)
Anchor Consulting Engineers (Hanahan, SC)
- .3 Contractors
Coastal Structures Corporation
407 Church Street, Suite J
Georgetown, SC 29440

§ 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.)

Not Applicable

§ 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. 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.

Init.

§ 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.)

Chris Carter, Administrator
City of Georgetown
PO Drawer 939
Georgetown, SC 29442

§ 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.)

Not Applicable

§ 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.)

Not Applicable

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

I. Harby Moses, Jr. or Brad Jenkins
Coastal Structures Corporation
407 Church Street, Suite J
Georgetown, SC 29440

§ 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 competent jurisdiction
- ☐ Other: *(Specify)*

Init.
/

§ 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.

§ 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.

Init.

AIA Document A141™-2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 04/11/2016 09:38:07 under the terms of AIA Documents on Demand® Order No. 2009296950, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ 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.)

Evaluation of owners criteria, preliminary design, design builders proposal is for thirty-nine thousand dollars (\$39,000)

§ 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.)

Individual or Position	Rate
Architect I	\$120/hour
Architect II	\$100/hour
Engineer	\$125/hour

§ 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 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .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 fifteen percent (1.15 %) 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.)

Legal rate

§ 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.

§ 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, and lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or 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 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, with the assistance of the Owner, 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 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;

Init.

- .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.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit 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 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 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

Init.

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 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 and employees, 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.

Init.

§ 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 on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner 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.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder 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-Builder 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-Builder's 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-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's 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.

§ 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 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.

Init.

§ 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. 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 for the Owner's information. If the Owner 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 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.

§ 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 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.

Init.

§ 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 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.

§ 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 and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, 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.

§ 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.

§ 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, 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.

§ 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, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument 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 in the absence of total agreement on the terms of a Change Order.

§ 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:

- .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;

Init.

- .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 observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner 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 shall review and 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 shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner 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 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 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 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.

§ 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

Init.

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 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.

§ 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 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

- .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;

Init.

- .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 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.

§ 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

AIA Document A141™-2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 04/11/2016 09:38:07 under the terms of AIA Documents on Demand® Order No. 2009296950, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

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

Init.

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 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 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 a limited, 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.

§ 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 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 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.

§ 13.1.3 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.

Init.

§ 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
- .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 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 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.

Init.

§ 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 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 binding dispute resolution.

§ 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 or pursue binding dispute resolution proceedings 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 binding dispute resolution.

§ 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. 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, which shall be stayed pending mediation for a period of 60 days from the date of filing, 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

§ 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 Consolidation or Joinder

§ 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).

§ 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, 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 conducted under this Section 14.4, 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 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.

§ 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 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.

§ 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, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

Items #4 and #5 listed above are not to be used as a part of this contract

- .6 Other:

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Chris Carter, Administrator, City of Georgetown SC

(Printed name and title)

DESIGN-BUILDER (Signature)

I. Harby Moses, Jr, President, Coastal Structures Corp.

(Printed name and title)

Init.

AIA Document A141™-2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 04/11/2016 09:38:07 under the terms of AIA Documents on Demand® Order No. 2009296950, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

INFORMATION ITEM

DOC ID: 2052

Council Meeting Date: 21 April 2016
Department: Administration
Issue Under Consideration: R-5 Zoning and Manufactured Housing

This presentation was requested at the last budget workshop and will entail discussion of the present zoning ordinance as well as analysis of the R-5 zoning district and allowable uses.

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2049)**

Meeting: 04/21/16 05:30 PM
Department: Police Department
Category: Report
Prepared By: Johnnie Deas
Initiator: Paul Gardner
Sponsors:
DOC ID: 2049

March 2016 Georgetown PD

MAYOR
JACK M. SCOVILLE, Jr.

POLICE CHIEF
PAUL GARDNER



City of Georgetown

POLICE DEPARTMENT
OFFICE (843) 545-4300
FAX (843) 520-5848

April 11, 2016

Honorable Mayor Jack M. Scoville, Jr.
And the Members of City Council
City of Georgetown, South Carolina

Dear Mayor Scoville and Council Members:

On March 1st and 2nd, the department participated in cultural diversity training. The training was facilitated by a company named *Leading To Change* out of Huntersville, NC. The entire department participated in a full day of training regarding this very important and timely topic.

During March the department sent Joshua Lawson off to law enforcement basic training at the South Carolina Criminal Justice Academy. Two conditional offers were made to two other individuals who are scheduled to start at the department on April 4th. These new hires bring the department to full staffing.

On March 9th, the department held a brief prayer service in memory of Deputy Chief Spencer Guerry. This was the 22nd anniversary of Spencer's line of duty death.

On March 17th, the department hosted a meal for a group of United States Marines paying tribute to their fellow soldiers who died in a helicopter crash during a training exercise. The group was in the process of walking from Florida to Camp Lejeune.

The department has been very active with preparation for the Bassmaster Elite Series coming to town April 7th-10th. We have been meeting regularly with GBA and county officials to ensure we have security plans for all the major events.

Recently a day care center had their kids write cards to our police officers thanking them for keeping them safe. The cards were priceless and brought smiles to all who read them. To say thank you to the kids, the department bought them donuts and stopped by their school for a demonstration of a patrol car and talk with the children.

Sincerely,

Paul Gardner
Chief of Police

Attachments
PG:pc

2222 Highmarket Street
Georgetown, S.C. 29440

Packet Pg. 155

Attachment: Monthly Letter - March 2016 (2049 : March 2016 Georgetown PD)

GEORGETOWN POLICE DEPARTMENT 2016 YEAR-TO-DATE ACTIVITY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ARRESTS	108	98	88									
TOTAL ARRESTS										294		
FINAL INCIDENTS	193	220	241									
STIC INCIDENTS	7	4	12									
	200	224	253									
TOTALS	TOTAL INCIDENTS										677	

GEORGETOWN POLICE DEPARTMENT 2016 YEAR-TO-DATE ACTIVITY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<i>SPEEDING CITATIONS</i>	99	79	88									
<i>OTHER TRAFFIC CITATIONS</i>	62	89	59									
<i>WARNING - SPEEDING</i>	96	57	97									
<i>WARNING - OTHER</i>	128	112	102									
<i>PARKING CITATIONS</i>												
<i>TOTALS</i>	385	337	346					0	0	0	0	0

TOTAL CITATIONS

1068

<i>STATE ACCIDENTS</i>	30	36	39									
<i>PARKING LOT ACCIDENTS</i>	23	17	20									
<i>TOTALS</i>	53	53	59	0	0	0	0	0	0	0	0	0

TOTAL ACCIDENTS

165

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2039)**

Meeting: 04/21/16 05:30 PM

Department: Fire Department

Category: Report

Prepared By: Amy Skidmore

Initiator: Charles W. Cribb

Sponsors:

DOC ID: 2039

March 2016 Fire Report

The FIRE Report

A monthly report of Fire Department activities to City Council

April
2016



Fire Prevention Bureau

2016

March

Inspections	60
Violations Found	28
Buildings without Violations	34
Buildings Cleared of Violations	14
Violations Corrected	30
Violations Not Corrected	0
3rd Party Inspection Review	6

Assemblies Inspected:	12
Business Inspected:	25
Educational Buildings Inspected:	0
Hazardous Buildings Inspected:	0
Factories Inspected:	1
Institutionals Inspected:	0
Mercantiles Inspected:	16
Residentials Inspected:	1
Storage Buildings Inspected:	3

Construction Meetings:	2
Plans Review:	0
Test Conducted:	2
Compliance Issues:	0
Complaints Reviewed:	0
Business License:	0
Citation Issued:	0

Public Education

Programs	1
Participants	73

Suppression Division

A Brief Look at Emergency Responses

March 2016

1. One Public Service Call
2. Three Medical Calls; Two Public Service Calls
3. Ten Medical Calls; One Structure Fire; Two Public Service Call
4. Seven Medical Calls; One Alarm Activation; Four Public Service Calls
5. Four Medical Calls; Two Public Service Calls
6. Five Medical Calls; Two Public Service Calls
7. Ten Medical Calls; One MVA; Two Public Service Calls
8. Eight Medical Calls; One System Malfunction; Four Public Service Calls
9. Seven Medical Calls; One Structure Fire; Four Public Service Calls
10. Three Medical Calls; One Sprinkler Activation One Mutual Aid w/ County Fire; One MVA; Four Public Service Calls
11. Five Medical Calls; Three Public Service Calls
12. Ten Medical Calls; One Detector Activation
13. Eleven Medical Calls; One Public Service
14. Four Medical Calls; Three Public Service Calls
15. Six Medical Calls; One Alarm Activation; Four Public Service Calls
16. Seven Medical Calls; One MVA; One Public Service
17. Ten Medical Calls; One MVA; Five Public Service Calls
18. Two Medical Calls; One System Malfunction; Three Public Service Calls
19. Three Medical Calls; One Alarm Activation; One Electrical Short
20. Seven Medical Calls
21. One Medical Call; Two MVA's; One Mutual Aid w/Midway; One Mutual Aid w/ County Fire One Detector Activation; Two Public Service Calls
22. Ten Medical Calls; One Detector Activation; Four Public Service Calls
23. Five Medical Calls; One Electrical Short; Three Public Service Calls
24. Eight Medical Calls; One Detector Activation; Two MVA's; Four Public Service Calls
25. Nine Medical Calls; One Mutual Aid w/Midway; One Electrical Short; One Public Service Call
26. Nine Medical Calls; One MVA; One Detector Activation
27. Two Medical Calls; Two Public Service Calls
28. Seven Medical Calls
29. Ten Medical Calls
30. Four Medical Calls; Three Public Service Calls; One False Call
31. Six Medical Calls; One MVA; One Public Service Call

Attachment: March 2016 Fire Report (2039 : March 2016 Fire Report)



Total Call Volume	March		Year to Date	
	2016	2015	2016	2015
As defined by the National Fire Incident Report System				
Fires	2	7	9	12
Rescue Calls/EMS	206	87	399	255
Hazardous Conditions	37	51	116	132
Service Calls	33	33	79	88
Good Intent Calls	11	2	19	11
False Alarms	13	16	35	38
Weather/Flood	0	0	1	0
Special Incident Type	11	10	26	27
Total Calls	313	206	684	563

Save/Loss Analysis

	Losses	Property Values
March 2016	\$ 1	\$ 900,000
March 2015	\$ 7,902	\$ 243,902
Year to Date	\$ 56,704	\$ 1,355,101

Property values are estimates based on the Georgetown County Assessor's Office 2006 Market Values.

Mutual Aid Calls

	March	YTD
To Georgetown County Fire	1	3
To Midway Fire	2	3
To other Departments	1	1
From Georgetown County Fire	0	2
From Midway	0	3
From other Departments	0	0

	March	YTD
Staff Training Hours	877.5	3018.02

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2036)**

Meeting: 04/21/16 05:30 PM

Department: Public Works

Category: Report

Prepared By: Natrona Simmons

Initiator: IQM2 Admin

Sponsors:

DOC ID: 2036

March 2016 Public Works Department Report



**MARCH 2016
PUBLIC WORKS DEPT.
CITY COUNCIL MONTHLY REPORT**

RESIDENTIAL SANITATION

1. Number of .Net work orders requests of roll-out carts repairs, new roll out cart deliveries and/or replacements; recycle bins and cancelled sanitation services; yard waste and brown and white goods collected this month: **47**
2. Crews collected yard waste, brown and white goods, dead animals along city right of ways.
3. Delivered roll out carts and cones for special events and emergency assistance.

STREETS and GROUND MAINTENANCE

1. Number of work orders for sidewalks, pot holes repairs, street name signs, pavements and/or resurfacing repairs were completed this month: **34**
2. Crews supported residential sanitation crews with curbside debris and garbage collections from city right of ways.
3. Ground Maintenance and Street crews completed maintenance of all city parks, welcome sign areas and right of ways.

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2035)**

Meeting: 04/21/16 05:30 PM

Department: Fleet Services

Category: Report

Prepared By: Glenn Dixon

Initiator: Glenn Dixon

Sponsors:

DOC ID: 2035

March 2016 Fleet Services Report



FLEET SERVICES DEPARTMENT

MARCH 2016 MONTHLY REPORT

• Repairs	83
• PM Services	10
• Tires repaired or replaced	43
• Services past due	44
• Diesel fuel	3,832
• Unleaded fuel	4,532

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2041)**

Meeting: 04/21/16 05:30 PM

Department: Electric

Category: Report

Prepared By: Alan Loveless

Initiator: Alan Loveless

Sponsors:

DOC ID: 2041

March 2016 Electric Utility Department Report

JACK M. SCOVILLE, JR.
Mayor

CHRIS CARTER
City Administrator



ALAN J. LOVELESS, P.E.
Director of Electric Utility

ELECTRIC UTILITY DEPARTMENT

OFFICE: (843) 545-4600

FAX: (843) 527-7591

April 11, 2016

Following is a brief summary of major activities in the Electric Utility Department for March 2016:

Retrofit of light fixtures on Front Street continues. Progress has been slow due to limited resources and other commitments. We will continue to devote as much as we can to this project in between our customer orders. Globe replacement has been completed. We will now try to retrofit the single-globe fixtures west of Fraser St. with LED lamps. Work will remain slow because of limited resources.

We had another successful month operating our generators during Santee Cooper's peak hour in March. As the seasons change from Winter to Spring, the typical peak time changes from morning to afternoon/evening. During the 'in between' months like March and April, peaks could occur morning or afternoon so it becomes trickier.

Our Line Crew Supervisor position remains open. We have advertised the position internally and our current employees have declined the position. We have arranged to obtain assistance from a temporary person with field technical experience to perform some of the non-supervisory tasks of the position. This person should start on a temporary part-time basis in early April.

There remain two issues to be resolved with the new metering gateways in South Island Plantation and Belle Isle. One is a radio signal strength issue. Cooper has provided some new, more powerful radio equipment and they will be on site in early April to install it. The second issue is a problem with network recognition. It appears that the meters that have been in place for a couple of years without communicating with the system have not received any software/firmware updates and this is preventing them from communicating with the gateways which have up to date software. This problem will also be resolved while Cooper is on site in April as he will be able to push updates out through a direct connection to the gateways.

Work has started on the Broad Street revitalization project. The contractor started the project by installing underground conduit and pole bases for us, and this has been completed. There is additional landscaping, sidewalk and street work to be done before we can install decorative poles and lights. We will begin these installations after coordinating with the contractor.

Plans have been approved for the replacement of the roof on the garage at the Electric office on Church Street. This work will be completed during April.

Preparations were started in March for the Bassmasters/Winyah Heritage festival events to be held at the boat landing, and the coinciding concert series to be held on Front Street the first week of April. The concert's production crew is satisfied with the service that we already have in place for the Wood Boat Show, so they will not need anything further from us. As of the first of April, the County still did not know exactly where they would be able to set up the Heritage Festival because of wet conditions in the property adjacent to the boat landing. We will continue to work with them as they make their final decision.

Conceptual design work has been performed to determine what work will need to be done to serve two new businesses. Capt. D's can be served from the front of the property after installing an overhead line across the street. A proposed Bojangle's will also be served by extending existing line two spans along Fraser Street in front of Tractor Supply. Some of this line work was completed in September. Bojangle's started construction in March and temporary service has been provided to them.

Temporary service to the new Georgetown Kraft Credit Union has been completed. Plans for permanent service are still in development and will depend on the plans for the adjoining property. Meetings continue with developers to determine the best course of action for all involved, though the developer's plans are still not finalized. For this reason, the overhead line built for single-phase temporary service has been upgraded to three-phase in order to provide them with permanent service. As soon as the developer's plans come to fruition, we will then install underground facilities in the development and incorporate the credit union, allowing the removal of the overhead line. Arrangements are being made for some underground conduit to be bored along the west property line of GKCU. We will use this to install their permanent service until questions about the design of the remaining property are resolved.

The FY 16/17 capital improvements plan was presented to City Council on January 23rd. New projects added to the plan this year include a residential development on Charlotte Street (dependent on developer action), replacement of LED lights under the handrails on the Harborwalk, and trucks/equipment for the proposed expansion of the tree crew. Staffing levels were also discussed. Expansion of the tree crew will be proposed with 3 tree trimmers and an arborist, and additional staffing on the line crew will also be requested. Complete budget proposals were submitted to City Hall on the 24th of February.

Budget Document Performance Measures:

- Respond to customer requests so that services can be connected within 2 days of inspection approval – 100% compliance
- No more than 1 lost time accident – 100 % compliance
- Respond to non-storm outages within 30 minutes – 100 % compliance
- Respond to requests for location of underground facilities within 3 days – 100 % compliance

Data is still being gathered for these performance measures. If conflicting data is found, results will be revised in subsequent report.

The March safety meeting was held on March 10th and covered the topic of harmful plants, insects, and snakes..

Other statistics of interest for December:

• Cut-on – regular	171
• Cut-off – regular	83
• Cut-off – non-pay	303
• Non-pay restores	284
• Re-read orders	255
• CNP finals	23
• Accidents – lost time	0
• Accidents – first aid/property damage	0
• PUPS locates	105
• Total orders worked	1135

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2047)**

Meeting: 04/21/16 05:30 PM

Department: Water Utilities

Category: Report

Prepared By: Will Cook

Initiator: Will Cook

Sponsors:

DOC ID: 2047

March 2016 Water Utilities Report

MARCH 2016 WATER UTILITIES REPORT

Water Treatment Plant

- WTP Filtered Water Total 27.765 MG
- Average Daily Flow Finished Water 0.896 MGD
- King Well 7.560 MG
- Maryville Well 7.795 MG

Wastewater Treatment Plant

- Influent Flow Total 142.358 MG
- Average Daily Influent Flow 4.592 MGD
- Effluent Flow Total 136.388 MG
- Average Daily Effluent Flow 4.400 MGD
- Rainfall Total 2.96 inches
- Contractor continues to work on Headworks project and has begun work on the SBR project.

Water Distribution

- Completed 78 work orders
- Repaired 35 water leaks
- Replaced 8 water meters
- Completed 104 locates

Wastewater Collection

- Completed 52 work orders
- Responded to 38 backups
- Routine line cleaning
- Completed 104 locates

Maintenance

- Completed 61 work orders
- Completed 32 work orders on pump stations throughout City
- Completed 15 work orders for the WWTP

Stormwater

- Completed 7 work orders associated with ditch cleaning/digging, cleaning drains, and repairing pipes
- Completed 104 locates
- Routine line cleaning

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2051)**

Meeting: 04/21/16 05:30 PM

Department: Engineering

Category: Report

Prepared By: Orlando Arteaga

Initiator: Orlando Arteaga

Sponsors:

DOC ID: 2051

March 2016 Engineering Report



**City of Georgetown
Engineering Monthly Report
March 2016**

Engineering - Orlando Arteaga, P.E.

Date: April 13, 2016

Capital Improvement Projects

1. Broad Street Streetscape

- Contractor Green Wave Contracting started work on March 10, 2016
- Streetscape work continues:
 - HDB for underground conduits complete
 - Light pole bases installed
 - Pervious concrete sidewalk complete
 - Benches installed
 - Top soil ongoing
 - Irrigation and planting pending
 - Line striping and crosswalks pending
 - Street signs pending
 - Light pole installation pending

2. Ben Cooper Park Improvements

- Stantec continues to work in parking lot design. A preliminary layout is complete showing 17 parking spaces. See attached.
- Final drawings will most likely be complete by end of May.

3. Cherry Street Water and Sewer

- Bids for a new slip-lining (CIPP) system for 8 in. sewer received on 4/5/2016
- Low bidder is Southeast Pipe Survey with a bid amount of \$78,728.25
- Low bidder will be presented for City Council approval on 4/21/16
- Stantec working on design work for 6-in. water main
- Stantec is awaiting for City survey on Wilkinson Street

4. Drainage Improvements Project for Congdon, Highmarket, Lynch/Duke Streets

- AECOM submitted revised proposal on 3/9/16
- City Council approved AECOM proposal on 3/17/16
- AECOM has begun field work as of 4/4/16
- Agreement must still be executed by both City and AECOM

Attachment: Engineering Monthly Report_March 2016 (2051 : March 2016 Engineering Report)



**City of Georgetown
Engineering Monthly Report
March 2016**

5. East Bay Park Improvements

- Conceptual plan revised and presented to City Council on 3/24/16
- City Council concurred with conceptual plan
- An RFP for engineering services issued on 4/12/16 to five pre-qualified firms
- Proposals are due by 5/6/16

6. Bike Trail Feasibility Study

- Consultant awaiting comments from SCDOT to produce final report with recommendations

Private Development Projects

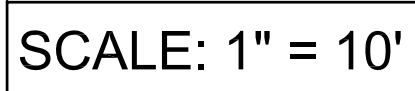
- None

SCDOT Road Encroachment Permits

- Fourteen (14) encroachment permits applied

Meetings Attended

- Parks and Recreation-Georgetown County
- RIA grant
- WWT Preconstruction Phase 1 & 2
- WWT Construction meeting Phase 0
- FEMA Flood Insurance
- AECOM
- GSATS



**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2037)**

Meeting: 04/21/16 05:30 PM

Department: Housing and Community Development

Category: Report

Prepared By: Rick Martin

Initiator: Rick Martin

Sponsors:

DOC ID: 2037

March 2016 Housing and Community Development Report

**Housing & Community Development
Monthly Report
March 2016**

Building Official

Inspections and Permits

Checked areas for non-permitted as well as permitted work, site conditions, and responded to calls.

Monthly Report:

Business License	11
Stop Work	1
Re-Inspection	1
Footings	7
Rough Inspections	11
Electrical	5
Mobile Home	1
On-site	16
CO	1
CC	2
Plan Review & Sign	2
City Alarm System	1
Total	59

Review Meetings/On-site visits

Safety inspections

Other Meeting

Weekly Staff Meeting

Monthly Safety Meeting

Monthly Council Meeting

Council Workshops

Monthly Updates on Projects for March

Honorable Mayor & Council:

- Construction continues at the Georgetown Hospital, Howard Auditorium and Gym, GKCU, Hampton Inn, Tideland's on Highmarket Street, Gentle Dentistry, Los Arrieros, Marshalls Marine, Georgetown Healthcare on South Island Rd. and Bojangles.
- The contractor is working on the asbestos abatement of the Church/Screven Street property and the NAPA/Landy's cleaner's site.
- Janet is extremely busy with overgrown lots, helping with signage and ARB
- Cindy is busy with Keep Georgetown Beautiful and working on our parks and entrances and areas around City Hall as well as Morgan Park.
- Matt is working with all departments as well as Planning and Zoning as well as beginning to work with the Planning Commission on the Land Use Element primarily with the Hi District.
- We are working with FEMA on the release of the updated Flood Maps and are sending notices to the new home owners that are effected.
- Debra is doing an excellent job as our office manager issuing permits, scheduling and recording meetings as the Board Secretary, scheduling inspections and meetings for the office

- Debra, Janet, Cindy, and Matt have worked extremely hard to make sure that all request were handled efficiently and that our citizen's needs were met in a timely manner. We would like to thank you for your support.

Thanks Again,

Rick Martin

Code Enforcement

Overgrown Lots/Trash Violations/Business Licenses/Streets & Sanitation

Total Letters Issued for Overgrown Lots	31
Total Letters Issued for Neglect of Structures	0
Total letters issued for Yard Debris/Solid Waste/Construction Debris/Inoperable Vehicles/Electronic Devices	0
Total Letter Issued for Vision Clearance	0
Total Work Orders Sent to Streets and Sanitation	0
Total Letters Sent for Dilapidated Structures	42
Total Letters sent for Sign Violations	0
Total Referrals for Water and Sewer	0
Total Citations Issued for Overgrown Lots	0
Total Citations Issued for Trash Violations	0
Total Citations Issued for Business Licenses	0
Total Citations Issued for Dilapidated Structures	0
Total Citations Issued for Hospitality Taxes	0
Total Violations Issued for Signage	0

Total Demolitions

Total Dilapidated Structures Removed	1 608 Henry Street TMS# 05-25-159-00-00 (Dickerson AME Church)
--------------------------------------	--

Permits

Total Letters Issued for Encroachments	0
Total Citations Issued for Encroachments	0

Complaints

Total Complaints	2
Total referrals to Electric-Tree Crew	0

Administrative Assistant II

Board & Commissions:

ARB:

1. Property owners of 901 Highmarket Street are requesting approval for alterations.
2. Property owner of 224 Cannon Street is requesting approval for alterations (removal of a picket fence)
3. Property owner of 214 Cannon Street is requesting approval for new construction (new carriage house/garage)

ARB (On-Site):

None

BZA:

None

Planning Commission:

None

CAB (Community Appearance Board):

None

CBA (Construction Board of Appeals):

None

TRC:

None

FOIA:

None

Permit Valuation Report:

Commercial Addition	0
Commercial Alteration	1
Commercial Electric	0
Commercial Gas	0
Commercial Mechanical	5
Commercial New Build	3
Commercial Plumbing	0
Commercial Roofing	1
Demolition	2
Mobile Home	0
Residential Addition	0
Residential Alteration	13
Residential Electrical	5
Residential Gas	2
Residential Mechanical	3
Residential New Build	1
Residential Plumbing	0
Residential Roofing	10

Administrative Assistant's Daily Duties:

- Daily operation of the front desk
- Transcribing minutes for the Board(s) meetings
- Daily scheduling of inspections
- Preparing timesheets
- Put the packets together for Board meetings
- Departmental Budget for 2016-2017

Community Planner/GIS Technician

- Had SCARC conference at beginning of month.
- Finally got easements and everything needed from Primax to go ahead and issue a permit to start the Bojangles' project. It is moving right along.
- Had a large Preliminary DIRF Community Coordination meeting along with Georgetown County and Pawleys Island and DNR and FEMA. This is for the new preliminary flood maps that just came out in January. Did one public meeting at City Hall and one at PI library. Had estimated 150 people show up to get information on the new flood zones and to talk to FEMA insurance experts or DNR.
- Along with the flood meetings above, we sent out flood letters to everyone in the City that has property going from an X zone to inside a regulated floodzone. This entails bad news for about 350 parcel owners. So I have been getting 5 phone calls a day asking about the letters and what it means.
- Started working on a multijurisdictional project with Pawleys and County for the CRS program called the Program from Public Information (PPI). This helps us get extra points in multiple categories in the CRS program, which may help drop our rating which would save citizens even more off their flood insurance premiums.
- Continue to work on the Comprehensive Plan update with Bob Size more and WRCOG since we contracted them in. We have set up a plan and edits to the Land Use Element and the rewrite will begin next month.
- Made some more edits to different sections of the website and added bids for the just retired Bonnie Infinger.
- Got in three applications for BZA next month. Made full packets for board members and powerpoint for meeting.
- Did three plat approvals this month.
- Worked with Charlie on getting the new fire station land divided off and some maps made so we could survey off 2.2 acres of the Georgetown Municipal Complex with a 50' right-of-way. Trying to separate it from the REC sites on the larger parcel.
- Many sign permits and temporary sign permits as usual. Plus a couple event board sign permits and sandwich boards that haven't been taken care of yet.
- Answer phones and attend to walk-ins on a daily basis as usual.

Keep Georgetown Beautiful

Conducted site visits for contractors for the Ben Cooper and Morgan Park renovations and Observation Deck

Attended Bid meetings

Sent out Commercial code letters informing property owners of the new Commercial Property Maintenance Code

Sent follow up letters to properties needing to comply with Code

Event meetings for upcoming Bass Tournament and Winyah Bay Heritage Festival

Awarded the Yard of Excellence in the Maryville Section

Rode City every week to check for trash issues
 Worked on getting replacement for damaged Wayfinding Event sign
 Prepared for Great American Cleanup
 Assisted in planning another GAC with Friends of Kaminski House to clean Waterfront
 Redesigned Board/Commission/Committee Application for City
 Worked on map replacement for Kiosk that was damaged
 Had new planters built and delivered
 Had volunteer clean more Historical Markers
 ARB Guidelines Subcommittee meetings
 Various other projects and duties

FRIENDS OF THE KAMINSKI HOUSE REPORT – March 2016

The Visitor head count was down slightly in March, but overall year-to-date numbers are up 21%. Most of our March visitors were from out of town and they visited from 27 different states and two foreign countries.



The big news for March was the completion of the Friends Garden on the river side of the Kaminski House. Using bricks that were repurposed from last year's Kaminski House exterior restoration project, the garden terrace was designed by Jean Rothrock of Waccamaw Landscaping.

A capital campaign is underway to cover the costs of the project and the Friends of the Kaminski House are well on their way to meeting the campaign goal. The garden terrace will be used for public programming and will be available for rental events.

On March 18th 440 visitors toured the Stewart-Parker House as part of the Prince George Winyah Plantation Tours. The house was decorated for the day by members of the Friends of the Kaminski house board of directors and it looked lovely.



On March 26th visitors of all ages could be found on the lawn of the Kaminski House and in Rainey Park participating in the annual Easter Egg Hunt. Unfortunately the event was cut short by a torrential thunder storm, but everyone had a good time meeting the Easter Bunny and gathering eggs. The event was sponsored by the Cultural Council of Georgetown, the Georgetown Business Association and the Friends of the Kaminski

House. (The photograph above shows the 2015 event since this year's photos were hampered by the rain).

Planning is currently under way for the Friends of the Kaminski House Annual Membership Meeting on Thursday, April 28th at 5:30 in the Stewart-Parker House.

Robin Gabriel, Executive Director

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2048)**

Meeting: 04/21/16 05:30 PM

Department: Finance

Category: Report

Prepared By: Debra Bivens

Initiator: Debra Bivens

Sponsors:

DOC ID: 2048

March 2016 Finance and IT Departments Report

March 2016 Finance and IT Departments Report

Statistics:

New Business Licenses Issued: Awesome Job Pressure Washing, Cavinder Elevator Company Inc., Eco ATM, Express Auto Service, Johnny Bonds Land Clearing, One Main Financial Group LLC, Teklinks.

Projects Progress:

FY2016/17 Budget: The budget process is now well under way. We presented a PowerPoint Presentation with some budget highlights to Council on April 7th and distributed a preliminary budget document. Individual meetings are scheduled with Council during the week of April 18th, with the first budget workshop scheduled for April 28th. As always, if you have any questions or suggestions about the budget, please do not hesitate to contact us.

Business License Renewal: Business License Renewals are due by May 16th. Business License revenues continue to be the second largest revenue source in the General Fund.

Grants: The City received a grant in the amount of \$30,000 from South Carolina Department of Parks, Recreation & Tourism to be used for 'Parking Enhancements' to Ben Cooper Park.

HTAX/ATAX: The next HTAX/ATAX committee meeting is scheduled for May 24, 2016 at 4:00pm in Council Chambers.

Attached are the Budget Performance Reports for March 2016.

CITY OF GEORGETOWN
FY 2015/2016 GRANTS
March 31, 2016

Ref	Grantor	Program	Award Amount	Match Amount	Expenditures	Balance	Award #	Status
FEDERAL GRANTS								
1	US Department of Agriculture	Rural Business Enterprise Grant	44,000.00	-	15,471.00	28,529.00	00-01	
2	Bureau of Justice Assistance	Bullet Proof Vest Grant 2014 Regular Solicitation	1,814.17	-	1,814.17	-	-	Closed
3	Bureau of Justice Assistance	Bullet Proof Vest Grant 2015 Regular Solicitation	1,896.68	-	-	1,896.68	-	
4	SC Department of Commerce	Highmarket & Duke Drainage Improvements (CDBG)	1,000,000.00	698,262.00	10,000.00	1,688,262.00	CDBG #4-CI-15-012	
STATE GRANTS								
5	SC Muni Insurance Trust	2016 Public Works Equipment	2,000.00	2,000.00	3,645.98	354.02	-	
OTHER GRANTS								
6	International Paper Company	Outdoor Classroom at Morgan Park	15,000.00	-	900.00	14,100.00	-	
7	Palmetto Pride	Keep South Carolina Beautiful 2015	8,000.00	-	8,000.00	-	-	Closed
8	Palmetto Pride	Keep South Carolina Beautiful 2016	8,000.00	-	3,713.45	4,286.55	-	
9	Frances P. Bunnelle Foundation	A) 2015 Student Leadership Retreat-Police Department	4,489.57	-	4,489.57	-	-	Closed
		B) 2015 Camp GPD Blue Program-Police Department	1,510.43		1,510.43	-	-	Closed
TOTAL			1,086,710.85	700,262.00	49,544.60	1,737,428.25		

CITY OF GEORGETOWN
 SALE OF ASSETS - FY 2015/2016
 Account #0010-00-391-001

G/L Date	Gov Deal #	Asset #	Dept	Description	Amount	Sales Tax	Total Proceeds	GovDeals Fee	Notations
		-		No Activity	-	-	-	-	
				Total July	-	-	-	-	
-	451	No bids	Finance	2 Office Desk Chairs	-	-	-	-	N/A
-	452	No bids	Finance	Laptop Bag	-	-	-	-	N/A
-	453	No bids	Finance	Plastic Binding Combs	-	-	-	-	N/A
-	454	No bids	Finance	Server Strips (Qty. 8)	-	-	-	-	N/A
-	455	No bids	Finance	Analog Telephone Adapter	-	-	-	-	N/A
				Total August	-	-	-	-	
-	457	No bids	Finance	Server Strips	-	-	-	-	N/A
				Total September	-	-	-	-	
10/19/15	456	-	Finance	Motorola Android Phone	20.00	1.40	21.40	2.50	Michel Bayiha; Rec# 2016-17209
10/19/15	458	-	Finance	Motorola Android Phone	20.00	1.40	21.40	2.50	Michel Bayiha; Rec# 2016-17210
10/19/15	459	-	Finance	Iphones (Qty 6)	250.00	17.50	267.50	18.75	Mama Mouncherou; Rec# 2016-15938
-	460	No bids	Finance	Wireless Card ((Qty 9)	-	-	-	-	N/A
-	461	No bids	Finance	Sprint USB	-	-	-	-	N/A
10/09/15	462	-	Finance	HTC Android Phone	20.00	1.40	21.40	2.50	Michel Bayiha; Rec# 2016-17208
-	466	No bids	Finance	Toner Cartridge	-	-	-	-	N/A
-	467	No bids	Finance	Ink Cartridge (Qty 2)	-	-	-	-	N/A
				Total October	310.00	21.70	331.70	26.25	
11/12/15	463	-	Water	Mega Pure One Liter (Lab Equipment)	50.00	3.50	53.50	3.75	Michael Connolly; Rec# 2016-0945
11/03/15	465	-	Water	Fish Aquarium 48" x 12 1/2" x 21" (50 gal)	5.00	0.35	5.35	2.50	Myles Chasseareau; Rec# 2016-9582
				Total November	55.00	3.85	58.85	6.25	
12/18/15	464	-	Water	Corning Glass Tuber 10mm x 48"	10.00	0.70	10.70	2.50	Milton Blackburn; Rec# 2016-26600
				Total December	10.00	0.70	10.70	2.50	
01/15/16	468	-	Fire	Honda Generator	256.50	17.95	274.45	19.24	Sonny Nguyen; Rec# 2016-30587
				Total January	256.50	17.95	274.45	19.24	
-	469	No bids	Fire	Wooden Table	-	-	-	-	N/A
				Total February	-	-	-	-	
-	470	No bids	Finance	Four Dell PowerEdge 1850 Server	-	-	-	-	N/A
-	474	No bids	Finance	Two HP Proliant DL 360 G5/G6 Server	-	-	-	-	N/A
-	476	No bids	Finance	Five HP Proliant DL 380 G7 Server	-	-	-	-	N/A



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
Fund 0010 - General Fund							
REVENUE							
Department 00 - Revenue							
<i>Property Taxes</i>							
311.001	Property Taxes - Real	2,974,000.00	84,970.44	2,845,182.18	128,817.82	96	2,768,648.01
311.003	Property Taxes - Vehicles	260,000.00	23,962.86	176,121.92	83,878.08	68	277,360.64
311.005	Prop Tax-Penalties & Cost	31,000.00	.00	.00	31,000.00	0	33,616.16
	<i>Property Taxes Totals</i>	\$3,265,000.00	\$108,933.30	\$3,021,304.10	\$243,695.90	93%	\$3,079,624.81
<i>Licenses and Permits</i>							
321.001	Business Licenses	2,351,000.00	53,996.59	159,633.55	2,191,366.45	7	2,661,807.71
321.002	Business Lic - Penalties	13,000.00	60.48	5,371.58	7,628.42	41	11,835.03
322.001	Cable TV Franchise	52,000.00	.00	51,945.51	54.49	100	97,798.02
322.002	S.C. Electric & Gas Co.	42,000.00	.00	.00	42,000.00	0	49,764.98
323.001	Electrical Permits	4,000.00	249.00	3,092.00	908.00	77	3,894.00
323.002	Plumbing Permits	2,000.00	.00	295.00	1,705.00	15	1,251.00
323.003	Gas Permits	1,000.00	30.00	552.00	448.00	55	834.00
323.004	Building Permits	68,400.00	7,240.00	53,048.00	15,352.00	78	79,075.40
323.005	Yard Sale Permits	185.00	9.00	51.00	134.00	28	102.00
323.006	Mobile Home Permits	200.00	.00	.00	200.00	0	302.00
323.007	Demolition & Clearance	1,500.00	600.00	1,500.00	.00	100	1,950.00
323.008	Mechanical Permits	7,000.00	582.00	5,511.00	1,489.00	79	7,441.00
323.010	Bus Lic Inspection Fee	1,200.00	175.00	700.00	500.00	58	1,450.00
323.014	Construct Parking Permit	50.00	.00	50.00	.00	100	70.00
323.015	Reinspection Fee	500.00	.00	300.00	200.00	60	425.00
323.018	Moving Permit	.00	.00	.00	.00	+++	100.00
323.019	Stop Work Order Fee	200.00	.00	354.00	(154.00)	177	180.00
323.020	Board of Appeals Fee	500.00	.00	300.00	200.00	60	.00
323.021	Zoning Fees	1,500.00	450.00	950.00	550.00	63	1,670.00
323.022	Plan Review Fee	27,000.00	2,317.00	11,023.00	15,977.00	41	29,173.00
323.023	Sign Permit Fee	4,500.00	333.00	3,780.00	720.00	84	5,118.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
323.024	Planning Commission Fees	200.00	.00	150.00	50.00	75	.00
323.025	ARB Fees	800.00	30.00	750.00	50.00	94	825.00
323.026	Plat Approval Fees	300.00	40.00	220.00	80.00	73	220.00
323.027	Special Events Permit	1,000.00	.00	200.00	800.00	20	959.00
323.028	Miscellaneous permits	500.00	125.00	350.00	150.00	70	1,050.00
364.000	Housing Authority FILOT	31,000.00	38,336.50	38,336.50	(7,336.50)	124	31,369.04
	<i>Licenses and Permits Totals</i>	\$2,611,535.00	\$104,573.57	\$338,463.14	\$2,273,071.86	13%	\$2,988,664.18
	<i>Impact Fees</i>						
324.008	Fire Impact Fee	65,000.00	27,238.00	44,167.80	20,832.20	68	66,551.94
	<i>Impact Fees Totals</i>	\$65,000.00	\$27,238.00	\$44,167.80	\$20,832.20	68%	\$66,551.94
	<i>Fines and Forfeitures</i>						
351.001	Police Fines	180,000.00	26,364.50	125,439.42	54,560.58	70	184,308.54
351.003	Parking Fines	4,000.00	85.00	2,574.00	1,426.00	64	4,020.56
351.005	Safe Street Fees	150.00	.00	.00	150.00	0	100.00
351.008	Victim's Asst. Fees-(%)	15,000.00	1,516.64	13,655.53	1,344.47	91	20,233.44
351.009	Victim's Asst. Flat Fees	7,000.00	788.95	5,071.40	1,928.60	72	7,612.00
351.012	Traffic Education Program Fees	1,300.00	140.00	700.00	600.00	54	1,400.00
	<i>Fines and Forfeitures Totals</i>	\$207,450.00	\$28,895.09	\$147,440.35	\$60,009.65	71%	\$217,674.54
	<i>Charges for Services</i>						
344.005	SRO Reimbursement	65,000.00	.00	.00	65,000.00	0	65,876.00
351.010	Misc Police Revenue	1,500.00	163.00	1,260.75	239.25	84	1,763.00
363.001	Fees for GIS/B&P Documents	.00	.00	10.00	(10.00)	+++	.00
363.005	FOIA Fees	750.00	.00	476.00	274.00	63	829.05
	<i>Charges for Services Totals</i>	\$67,250.00	\$163.00	\$1,746.75	\$65,503.25	3%	\$68,468.05
	<i>State Shared</i>						
311.004	Inventory Tax	132,978.00	.00	66,489.06	66,488.94	50	132,978.12
311.006	Homestead Exemption Tax	120,000.00	125,610.84	125,610.84	(5,610.84)	105	115,688.23
311.007	Manufacturer's Tax Reduce	14,500.00	.00	.00	14,500.00	0	14,574.24
311.008	Motor Carrier Lieu of Tax	5,000.00	1,243.11	7,759.29	(2,759.29)	155	5,200.32
335.001	Local Government Fund	175,000.00	.00	104,644.08	70,355.92	60	200,572.45

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
351.007	Sunday Liquor Sales	15,000.00	.00	4,300.00	10,700.00	29	17,450.00
	<i>State Shared Totals</i>	\$462,478.00	\$126,853.95	\$308,803.27	\$153,674.73	67%	\$486,463.36
	<i>Local Grants</i>						
332.008	Other Local Grants	7,000.00	.00	13,480.85	(6,480.85)	193	10,633.47
	<i>Local Grants Totals</i>	\$7,000.00	\$0.00	\$13,480.85	(\$6,480.85)	193%	\$10,633.47
	<i>Federal Grants</i>						
335.004	Fema Recovery	.00	16,114.19	33,208.18	(33,208.18)	+++	36,377.85
	<i>Federal Grants Totals</i>	\$0.00	\$16,114.19	\$33,208.18	(\$33,208.18)	+++	\$36,377.85
	<i>Investment Earnings</i>						
361.001	Investment Earnings	14,000.00	(5,726.29)	8,943.30	5,056.70	64	15,104.76
361.002	Invest Earnings-Restrict	.00	.00	(50,000.00)	50,000.00	+++	.00
	<i>Investment Earnings Totals</i>	\$14,000.00	(\$5,726.29)	(\$41,056.70)	\$55,056.70	-293%	\$15,104.76
	<i>Miscellaneous</i>						
362.000	Rents and Royalties	25,000.00	.00	22,241.15	2,758.85	89	24,973.12
364.001	Steel Mill FILOT	31,000.00	.00	26,754.33	4,245.67	86	30,943.94
368.000	Work Comp Reimbursement	4,000.00	.00	1,632.82	2,367.18	41	7,294.00
369.000	Cash Over & Short	.00	(1.00)	2.89	(2.89)	+++	(218.04)
369.002	Miscellaneous Revenue	3,000.00	266.80	2,346.44	653.56	78	11,933.31
369.003	Insurance Proceeds	3,448,000.00	28,971.26	66,268.77	3,381,731.23	2	57,583.72
369.005	Set-off Debt Collection Fees	1,500.00	1,250.00	2,232.17	(732.17)	149	2,325.00
369.013	Returned Check Fees	5,000.00	390.00	3,240.00	1,760.00	65	5,595.00
	<i>Miscellaneous Totals</i>	\$3,517,500.00	\$30,877.06	\$124,718.57	\$3,392,781.43	4%	\$140,430.05
	<i>Operating Transfers In</i>						
392.001	From Electric Fund	1,400,000.00	116,666.63	1,049,999.67	350,000.33	75	1,400,000.00
392.003	From Accom Tax Fund	25,000.00	.00	26,654.85	(1,654.85)	107	29,782.99
392.009	From Hospitality Fund	108,000.00	9,000.00	81,000.00	27,000.00	75	108,000.00
394.002	Transfer from fund balance	43,075.00	.00	.00	43,075.00	0	.00
	<i>Operating Transfers In Totals</i>	\$1,576,075.00	\$125,666.63	\$1,157,654.52	\$418,420.48	73%	\$1,537,782.99
	<i>Financing Proceeds</i>						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
393.003	GO Bond Proceeds	1,500,000.00	.00	.00	1,500,000.00	0	.00
	<i>Financing Proceeds Totals</i>	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00	0%	\$0.00
	<i>Sale of Assets</i>						
391.001	Sale of Assets	5,000.00	.00	521.01	4,478.99	10	3,308.52
	<i>Sale of Assets Totals</i>	\$5,000.00	\$0.00	\$521.01	\$4,478.99	10%	\$3,308.52
	Department 00 - Revenue Totals	\$13,298,288.00	\$563,588.50	\$5,150,451.84	\$8,147,836.16	39%	\$8,651,084.52
	REVENUE TOTALS	\$13,298,288.00	\$563,588.50	\$5,150,451.84	\$8,147,836.16	39%	\$8,651,084.52
	EXPENSE						
	Department 01 - Administration						
	<i>Personal Services</i>						
400.101	Regular Pay	325,900.00	28,446.58	244,695.11	81,204.89	75	312,776.21
401.103	Overtime	5,000.00	699.07	5,094.49	(94.49)	102	6,018.82
405.114	FICA	23,865.00	2,126.14	18,214.30	5,650.70	76	23,701.28
406.116	Retirement	34,925.00	3,152.20	27,066.93	7,858.07	78	35,078.94
408.125	SCMIT Worker's Comp Ins.	2,400.00	.00	2,394.29	(1,022.93)	143	1,782.12
410.001	Health Claims Cost	35,188.00	2,591.80	23,246.77	11,941.23	66	42,401.11
410.002	Health Claim Costs-Retire	.00	.00	(31.51)	31.51	+++	274.38
	<i>Personal Services Totals</i>	\$427,278.00	\$37,015.79	\$320,680.38	\$105,568.98	75%	\$422,032.86
	<i>Supplies</i>						
500.101	Supplies and Materials	5,000.00	1,567.10	4,296.49	703.51	86	4,496.04
500.102	Equipment	2,000.00	.00	237.56	1,762.44	12	2,032.80
500.103	Furniture	3,000.00	.00	.00	3,000.00	0	4,639.24
510.106	Cleaning & Sanitation Sup	.00	.00	.00	.00	+++	812.37
	<i>Supplies Totals</i>	\$10,000.00	\$1,567.10	\$4,534.05	\$5,465.95	45%	\$11,980.45
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	5,050.00	700.34	4,034.24	1,015.76	80	5,762.64
610.112	Postage	450.00	49.04	492.13	(42.13)	109	516.88
610.1110	Communications- Wireless	3,800.00	186.15	2,171.88	1,628.12	57	2,234.96
620.114	Advertising	800.00	.00	146.25	653.75	18	150.15
640.124	Travel Expense	7,500.00	.00	2,251.13	5,248.87	30	3,384.55

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
650.127	Electricity	10,916.00	431.65	4,924.61	5,991.39	45	9,988.37
650.128	Water	1,362.00	75.51	823.95	538.05	60	1,189.59
650.129	Wastewater	1,789.00	99.88	1,086.05	702.95	61	1,566.01
650.130	Sanitation	636.00	51.99	467.91	168.09	74	623.88
650.133	Stormwater	422.00	34.49	310.41	111.59	74	413.88
650.134	Security Lights	1,928.00	157.50	1,417.50	510.50	74	1,890.00
650.1271	Electricity- Sales Tax	365.00	17.25	229.26	135.74	63	338.97
660.139	Fleet Services Materials	500.00	114.10	737.38	(237.38)	147	424.83
660.145	Gasoline & Oil	1,361.00	57.53	592.26	768.74	44	1,264.30
660.1391	Fleet Services Labor	665.00	68.75	206.25	458.75	31	206.25
670.156	Equipment Rental/Lease	7,000.00	1,046.51	4,769.77	2,230.23	68	5,668.66
685.180	Membership Dues and Fees	2,500.00	.00	1,310.00	1,190.00	52	1,808.55
685.182	Other Operating Expenses	1,200.00	.00	1,535.43	(335.43)	128	628.83
685.186	Training	2,000.00	.00	936.17	1,063.83	47	505.00
685.1801	Subscriptions	300.00	.00	39.00	261.00	13	.00
686.187	Professional Services	.00	.00	46.57	(46.57)	+++	.00
686.189	Employee Medical	200.00	.00	125.00	75.00	62	190.00
686.195	Repair/Maint Svc Contract	800.00	73.25	519.87	280.13	65	1,032.50
686.1895	Employee wellness services	1,224.00	95.69	1,025.08	198.92	84	1,322.36
	<i>Other Services & Charges Totals</i>	\$52,768.00	\$3,259.63	\$30,198.10	\$22,569.90	57%	\$41,111.16
	<i>Other Objects</i>						
795.001	IT Internal Allocations	15,000.00	1,426.81	11,627.52	3,372.48	78	26,226.84
795.995	GF Cost Distribution	(215,000.00)	(17,916.67)	(161,250.03)	(53,749.97)	75	(203,904.00)
	<i>Other Objects Totals</i>	(\$200,000.00)	(\$16,489.86)	(\$149,622.51)	(\$50,377.49)	75%	(\$177,677.16)
	<i>Capital Outlay</i>						
900.3000	Buildings & Improvements	3,438,000.00	.00	.00	3,438,000.00	0	.00
	<i>Capital Outlay Totals</i>	\$3,438,000.00	\$0.00	\$0.00	\$3,438,000.00	0%	\$0.00
	Sub Department 02 - Mayor and Council						
	<i>Personal Services</i>						
400.101	Regular Pay	95,000.00	9,770.98	85,265.91	9,734.09	90	91,909.71

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
405.114	FICA	6,175.00	640.67	5,494.00	681.00	89	9,694.28
406.116	Retirement	9,100.00	931.65	7,694.74	1,405.26	85	9,391.46
410.001	Health Claims Cost	65,228.00	3,152.50	27,334.71	37,893.29	42	75,155.19
	<i>Personal Services Totals</i>	\$175,503.00	\$14,495.80	\$125,789.36	\$49,713.64	72%	\$186,150.64
	<i>Supplies</i>						
500.101	Supplies and Materials	1,000.00	.00	605.85	394.15	61	2,692.79
500.102	Equipment	1,000.00	.00	.00	1,000.00	0	1,037.72
500.105	Printing and Binding	500.00	.00	.00	500.00	0	.00
	<i>Supplies Totals</i>	\$2,500.00	\$0.00	\$605.85	\$1,894.15	24%	\$3,730.51
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	800.00	47.89	418.69	381.31	52	810.88
610.112	Postage	110.00	3.39	14.55	95.45	13	25.79
610.1110	Communications- Wireless	3,500.00	259.21	2,024.29	1,475.71	58	4,159.89
620.114	Advertising	500.00	52.00	243.75	256.25	49	666.75
640.124	Travel Expense	14,500.00	.00	3,940.99	10,559.01	27	11,342.57
670.156	Equipment Rental/Lease	9,500.00	810.00	7,290.00	(5,080.00)	153	9,720.00
685.180	Membership Dues and Fees	1,200.00	.00	.00	1,200.00	0	.00
685.182	Other Operating Expenses	1,500.00	.00	678.41	821.59	45	823.38
685.186	Training	3,100.00	.00	295.82	2,804.18	10	2,565.00
685.1801	Subscriptions	1,000.00	.00	1,347.20	(347.20)	135	1,000.00
686.187	Professional Services	.00	.00	139.70	(139.70)	+++	.00
686.1895	Employee wellness services	2,693.00	.00	46.87	2,646.13	2	148.00
	<i>Other Services & Charges Totals</i>	\$38,403.00	\$1,172.49	\$16,440.27	\$14,672.73	62%	\$31,262.26
	<i>Other Objects</i>						
795.001	IT Internal Allocations	6,000.00	285.36	2,325.49	3,674.51	39	10,322.97
	<i>Other Objects Totals</i>	\$6,000.00	\$285.36	\$2,325.49	\$3,674.51	39%	\$10,322.97
	<i>Capital Outlay</i>						
900.4300	Other Equipment	.00	.00	.00	.00	+++	944.94
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$944.94
	Sub Department 02 - Mayor and Council	\$222,406.00	\$15,953.65	\$145,160.97	\$69,955.03	69%	\$232,411.32

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
	Department 01 - Administration Totals	\$3,950,452.00	\$41,306.31	\$350,950.99	\$3,591,182.37	9%	\$529,858.63
	Department 04 - Finance						
	Personal Services						
400.101	Regular Pay	441,600.00	39,898.23	335,462.72	106,137.28	76	425,005.66
401.103	Overtime	3,000.00	1,088.57	1,877.93	1,122.07	63	2,683.09
401.106	Contract Labor	.00	.00	4,455.00	(4,455.00)	+++	.00
405.114	FICA	33,120.00	2,957.01	24,457.66	8,662.34	74	31,708.26
406.116	Retirement	46,575.00	4,409.74	36,518.23	10,056.77	78	46,997.91
408.125	SCMIT Worker's Comp Ins.	1,315.00	.00	1,312.61	(561.53)	143	977.00
410.001	Health Claims Cost	46,033.00	3,869.70	34,128.99	11,904.01	74	55,047.10
410.002	Health Claim Costs-Retire	7,018.00	.00	.00	7,018.00	0	9,157.10
	Personal Services Totals	\$578,661.00	\$52,223.25	\$438,213.14	\$139,883.94	76%	\$571,576.12
	Supplies						
500.101	Supplies and Materials	7,000.00	384.11	4,789.01	2,210.99	68	7,641.86
500.102	Equipment	1,500.00	.00	.00	1,500.00	0	1,574.21
500.103	Furniture	1,000.00	.00	524.84	475.16	52	1,982.71
500.105	Printing and Binding	250.00	.00	.00	250.00	0	.00
	Supplies Totals	\$9,750.00	\$384.11	\$5,313.85	\$4,436.15	55%	\$11,198.78
	Other Services & Charges						
610.111	Communications- Landline	3,500.00	318.57	2,263.13	1,236.87	65	3,870.44
610.112	Postage	4,300.00	279.48	1,986.77	2,313.23	46	4,849.45
610.1110	Communications- Wireless	2,500.00	148.14	1,305.37	1,194.63	52	1,827.65
620.114	Advertising	300.00	392.10	489.60	(189.60)	163	273.00
640.124	Travel Expense	3,500.00	82.96	1,224.82	2,275.18	35	2,281.14
650.127	Electricity	9,356.00	369.98	4,221.08	5,134.92	45	8,561.47
650.128	Water	1,167.00	64.72	706.23	460.77	61	1,019.64
650.129	Wastewater	1,534.00	85.61	930.89	603.11	61	1,342.30
650.130	Sanitation	545.00	44.56	401.04	143.96	74	564.29
650.133	Stormwater	362.00	29.57	266.13	95.87	74	325.27
650.134	Security Lights	1,652.00	135.00	1,215.00	437.00	74	1,620.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
650.1271	Electricity- Sales Tax	313.00	14.78	196.48	116.52	63	290.54
670.156	Equipment Rental/Lease	7,000.00	825.11	5,600.97	1,399.03	80	6,996.20
685.180	Membership Dues and Fees	1,000.00	255.00	605.00	395.00	60	635.00
685.182	Other Operating Expenses	41,600.00	2,304.06	29,924.66	11,675.34	72	44,310.16
685.184	Continuing Education	2,500.00	.00	745.00	1,755.00	30	913.50
685.186	Training	1,500.00	.00	296.79	1,203.21	20	1,297.50
685.1801	Subscriptions	300.00	.00	279.00	21.00	93	225.00
686.187	Professional Services	600.00	.00	23.28	576.72	4	600.00
686.189	Employee Medical	200.00	.00	.00	200.00	0	135.00
686.195	Repair/Maint Svc Contract	3,000.00	585.99	2,683.97	316.03	89	3,920.32
686.1895	Employee wellness services	2,693.00	52.46	684.03	2,008.97	25	842.70
	<i>Other Services & Charges Totals</i>	\$89,422.00	\$5,988.09	\$56,049.24	\$33,372.76	63%	\$86,700.57
	<i>Other Objects</i>						
795.001	IT Internal Allocations	25,000.00	1,712.18	13,953.04	11,046.96	56	30,809.39
795.995	GF Cost Distribution	(412,530.00)	(34,377.48)	(309,397.32)	(103,132.68)	75	(384,737.00)
	<i>Other Objects Totals</i>	(\$387,530.00)	(\$32,665.30)	(\$295,444.28)	(\$92,085.72)	76%	(\$353,927.61)
	Department 04 - Finance Totals	\$290,303.00	\$25,930.15	\$204,131.95	\$85,607.13	71%	\$315,547.86
	Department 05 - Police						
	Sub Department 05 - Police Staff Services						
	<i>Personal Services</i>						
400.101	Regular Pay	1,505,000.00	130,108.31	1,111,703.00	393,297.00	74	1,450,988.68
401.103	Overtime	82,950.00	4,295.57	59,918.69	23,031.31	72	69,370.87
405.114	FICA	116,445.00	9,783.35	84,016.89	32,428.11	72	112,905.59
406.116	Retirement	207,080.00	17,802.55	154,223.45	52,856.55	74	202,080.09
407.122	Life Insurance	45.00	.00	.00	45.00	0	.00
408.125	SCMIT Worker's Comp Ins.	35,960.00	2,015.48	41,287.10	(22,936.94)	164	31,136.30
410.001	Health Claims Cost	221,157.00	14,278.50	125,941.71	95,215.29	57	294,960.95
410.002	Health Claim Costs-Retire	.00	3,403.28	29,367.32	(29,367.32)	+++	3,975.18
	<i>Personal Services Totals</i>	\$2,168,637.00	\$181,687.04	\$1,606,458.16	\$544,569.00	75%	\$2,165,417.66
	<i>Supplies</i>						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
500.101	Supplies and Materials	29,000.00	5,526.32	14,005.35	14,288.40	51	26,054.76
500.102	Equipment	30,960.00	4,023.12	11,393.73	19,566.27	37	18,591.61
500.103	Furniture	2,000.00	.00	.00	2,000.00	0	794.15
501.101	Uniforms and Clothing	30,223.00	2,189.54	7,223.97	22,999.03	24	30,645.32
	<i>Supplies Totals</i>	\$92,183.00	\$11,738.98	\$32,623.05	\$58,853.70	36%	\$76,085.84
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	7,500.00	707.22	5,005.62	2,494.38	67	8,550.18
610.112	Postage	2,000.00	.00	314.92	1,685.08	16	1,015.03
610.1110	Communications- Wireless	51,600.00	5,469.31	34,054.76	15,694.40	70	46,813.74
620.114	Advertising	1,500.00	301.90	491.90	1,008.10	33	346.00
640.124	Travel Expense	13,995.00	656.39	5,155.45	8,839.55	37	6,282.85
650.127	Electricity	31,460.00	1,566.71	18,498.21	12,961.79	59	29,177.63
650.128	Water	3,717.00	147.50	2,273.25	1,443.75	61	2,858.94
650.129	Wastewater	2,096.00	132.36	1,438.62	657.38	69	2,029.68
650.130	Sanitation	2,233.00	182.46	1,642.14	590.86	74	2,189.52
650.133	Stormwater	1,346.00	110.00	990.00	356.00	74	1,320.00
650.134	Security Lights	3,793.00	309.89	2,789.01	1,003.99	74	3,718.68
650.1271	Electricity- Sales Tax	1,147.00	58.27	828.48	318.52	72	1,116.96
660.133	Repairs & Maint. Services	29,100.00	2,127.00	5,591.64	23,508.36	19	22,195.39
660.139	Fleet Services Materials	35,000.00	3,903.42	23,920.14	11,079.86	68	34,106.40
660.145	Gasoline & Oil	73,881.00	3,011.30	35,329.40	38,551.60	48	66,175.11
660.1391	Fleet Services Labor	40,600.00	4,800.67	34,736.64	5,863.36	86	40,830.06
670.156	Equipment Rental/Lease	5,200.00	542.67	3,698.11	1,501.89	71	5,399.11
682.1721	Prisoner Housing	185,000.00	14,205.00	121,345.99	72,854.01	61	186,775.04
685.180	Membership Dues and Fees	775.00	.00	585.00	190.00	75	875.00
685.182	Other Operating Expenses	10,600.00	1,608.08	9,495.18	1,104.82	90	10,289.25
685.184	Continuing Education	5,000.00	.00	2,978.03	2,021.97	60	1,222.54
685.186	Training	14,000.00	350.00	4,760.32	4,118.44	71	6,185.57
685.187	Special Projects	8,000.00	.00	198.22	7,801.78	2	.00
685.189	Reserve Program	6,050.00	190.73	285.43	5,764.57	5	.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
685.1801	Subscriptions	4,710.00	482.70	3,742.80	967.20	79	4,160.16
685.1861	Law Enforce Accreditation	600.00	.00	.00	600.00	0	300.00
686.186	Legal Services	.00	.00	.00	.00	+++	5,500.00
686.187	Professional Services	.00	.00	46.57	(46.57)	+++	.00
686.189	Employee Medical	12,075.00	395.00	1,950.00	10,125.00	16	13,571.00
686.194	Other Prof/Tech Services	53,000.00	13,250.00	53,000.00	.00	100	53,000.00
686.195	Repair/Maint Svc Contract	31,500.00	1,132.60	17,983.67	17,196.33	45	24,283.57
686.1895	Employee wellness services	9,547.00	1,347.07	12,253.45	(2,706.45)	128	15,767.59
687.203	Contract Services	58,000.00	.00	42,800.00	15,200.00	74	24,650.00
	<i>Other Services & Charges Totals</i>	\$705,025.00	\$56,988.25	\$448,182.95	\$262,749.97	63%	\$620,705.00
	<i>Other Objects</i>						
795.001	IT Internal Allocations	40,000.00	2,853.63	23,255.05	16,744.95	58	56,619.03
795.010	911 Expense Billing	(1,600.00)	(157.30)	(1,606.20)	6.20	100	(1,856.09)
	<i>Other Objects Totals</i>	\$38,400.00	\$2,696.33	\$21,648.85	\$16,751.15	56%	\$54,762.94
	<i>Capital Outlay</i>						
900.4100	Vehicles	.00	.00	.00	.00	+++	106,324.00
900.4300	Other Equipment	.00	.00	35,939.74	4,225.59	+++	190,277.45
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$35,939.74	\$4,225.59	+++	\$296,601.45
	Sub Department 05 - Police Staff Services	\$3,004,245.00	\$253,110.60	\$2,144,852.75	\$887,149.41	70%	\$3,213,572.89
	Sub Department 07 - Victim's Advocate						
	<i>Personal Services</i>						
400.101	Regular Pay	31,800.00	2,792.27	24,012.11	7,787.89	76	30,508.46
401.103	Overtime	1,000.00	20.48	342.69	657.31	34	393.89
405.114	FICA	2,300.00	196.53	1,689.80	610.20	73	2,214.43
406.116	Retirement	3,470.00	305.48	2,618.89	851.11	75	3,508.55
408.125	SCMIT Worker's Comp Ins.	290.00	.00	291.70	(127.01)	144	217.12
410.001	Health Claims Cost	7,357.00	.00	3,698.29	3,658.71	50	9,228.20
	<i>Personal Services Totals</i>	\$46,217.00	\$3,314.76	\$32,653.48	\$13,438.21	71%	\$46,070.65
	<i>Supplies</i>						
500.101	Supplies and Materials	1,075.00	187.08	568.86	506.14	53	718.56

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
501.101	Uniforms and Clothing	400.00	.00	182.97	217.03	46	239.91
	<i>Supplies Totals</i>	\$1,475.00	\$187.08	\$751.83	\$723.17	51%	\$958.47
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	180.00	11.97	104.66	75.34	58	202.69
610.112	Postage	500.00	.00	150.00	350.00	30	469.32
610.1110	Communications- Wireless	900.00	135.42	613.77	252.94	72	881.59
640.124	Travel Expense	1,225.00	.00	297.97	927.03	24	1,068.25
660.133	Repairs & Maint. Services	750.00	.00	.00	750.00	0	.00
660.139	Fleet Services Materials	100.00	.00	.00	100.00	0	.00
660.145	Gasoline & Oil	86.00	35.73	342.03	(256.03)	398	179.09
660.1391	Fleet Services Labor	100.00	.00	.00	100.00	0	.00
670.156	Equipment Rental/Lease	240.00	.00	229.50	10.50	96	.00
685.180	Membership Dues and Fees	.00	.00	25.00	(25.00)	+++	.00
685.182	Other Operating Expenses	500.00	100.00	100.00	400.00	20	170.00
685.186	Training	950.00	.00	250.00	700.00	26	450.00
685.187	Special Projects	500.00	.00	21.40	478.60	4	6.36
686.189	Employee Medical	425.00	.00	.00	425.00	0	.00
686.195	Repair/Maint Svc Contract	500.00	.00	375.00	125.00	75	350.00
	<i>Other Services & Charges Totals</i>	\$6,956.00	\$283.12	\$2,509.33	\$4,413.38	37%	\$3,777.30
	<i>Other Objects</i>						
795.001	IT Internal Allocations	4,000.00	285.36	2,325.49	1,674.51	58	3,652.29
	<i>Other Objects Totals</i>	\$4,000.00	\$285.36	\$2,325.49	\$1,674.51	58%	\$3,652.29
	Sub Department 07 - Victim's Advocate	\$58,648.00	\$4,070.32	\$38,240.13	\$20,249.27	65%	\$54,458.71
	Sub Department 26 - Grants						
	<i>Supplies</i>						
500.101	Supplies and Materials	4,200.00	.00	18.08	4,181.92	0	68.90
500.102	Equipment	18,200.00	.00	.00	18,200.00	0	.00
501.101	Uniforms and Clothing	800.00	.00	.00	800.00	0	388.64
	<i>Supplies Totals</i>	\$23,200.00	\$0.00	\$18.08	\$23,181.92	0%	\$457.54
	<i>Other Services & Charges</i>						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
610.1110	Communications- Wireless	2,720.00	125.28	1,211.85	1,441.57	47	1,445.05
640.124	Travel Expense	2,600.00	64.00	64.00	2,536.00	2	(.01)
660.133	Repairs & Maint. Services	1,000.00	.00	.00	1,000.00	0	.00
660.139	Fleet Services Materials	.00	32.17	749.55	(749.55)	+++	780.50
660.145	Gasoline & Oil	3,521.00	128.60	1,471.97	2,049.03	42	2,618.51
660.1391	Fleet Services Labor	.00	82.31	660.06	(660.06)	+++	507.44
685.182	Other Operating Expenses	2,400.00	427.10	841.26	1,558.74	35	4,977.92
685.186	Training	1,200.00	.00	.00	1,200.00	0	.00
685.187	Special Projects	.00	.00	(22.76)	22.76	+++	6,496.38
	<i>Other Services & Charges Totals</i>	\$13,441.00	\$859.46	\$4,975.93	\$8,398.49	38%	\$16,825.79
	<i>Sub Department 26 - Grants Totals</i>	\$36,641.00	\$859.46	\$4,994.01	\$31,580.41	14%	\$17,283.33
	<i>Sub Department 28 - Safe Streets</i>						
	<i>Supplies</i>						
500.101	Supplies and Materials	2,000.00	.00	650.84	1,349.16	33	1,108.06
	<i>Supplies Totals</i>	\$2,000.00	\$0.00	\$650.84	\$1,349.16	33%	\$1,108.06
	<i>Other Services & Charges</i>						
685.182	Other Operating Expenses	2,225.00	.00	1,785.22	439.78	80	1,738.88
685.187	Special Projects	2,400.00	.00	.00	2,400.00	0	1,338.57
	<i>Other Services & Charges Totals</i>	\$4,625.00	\$0.00	\$1,785.22	\$2,839.78	39%	\$3,077.45
	<i>Sub Department 28 - Safe Streets Totals</i>	\$6,625.00	\$0.00	\$2,436.06	\$4,188.94	37%	\$4,185.51
	<i>Department 05 - Police Totals</i>	\$3,106,159.00	\$258,040.38	\$2,190,522.95	\$943,168.03	70%	\$3,289,500.44
	<i>Department 09 - Housing and Community</i>						
	<i>Personal Services</i>						
400.101	Regular Pay	204,125.00	18,695.52	161,194.78	42,930.22	79	183,711.05
401.103	Overtime	2,500.00	465.34	2,627.92	(127.92)	105	2,579.93
405.114	FICA	15,300.00	1,354.28	11,559.02	3,740.98	76	13,595.64
406.116	Retirement	21,555.00	2,043.08	17,450.20	4,104.80	81	20,523.62
408.125	SCMIT Worker's Comp Ins.	1,150.00	.00	1,154.61	(500.66)	144	859.39
410.001	Health Claims Cost	35,260.00	3,297.04	28,897.89	6,362.11	82	33,781.80
	<i>Personal Services Totals</i>	\$279,890.00	\$25,855.26	\$222,884.42	\$56,509.53	80%	\$255,051.43

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
	<i>Supplies</i>						
500.101	Supplies and Materials	5,000.00	997.97	2,348.70	2,651.30	47	6,085.77
500.102	Equipment	4,327.00	.00	176.25	4,150.75	4	337.62
500.103	Furniture	500.00	.00	.00	500.00	0	724.13
500.105	Printing and Binding	750.00	.00	1,424.79	(674.79)	190	700.97
	<i>Supplies Totals</i>	\$10,577.00	\$997.97	\$3,949.74	\$6,627.26	37%	\$7,848.49
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	1,500.00	199.01	1,217.88	282.12	81	1,846.14
610.112	Postage	1,500.00	245.60	1,233.29	266.71	82	1,744.79
610.1110	Communications- Wireless	2,400.00	106.54	997.41	1,402.59	42	1,260.29
620.114	Advertising	2,041.00	195.00	1,749.50	291.50	86	2,241.73
640.124	Travel Expense	832.00	332.80	370.23	461.77	44	1,080.05
650.127	Electricity	6,238.00	246.66	2,814.07	3,423.93	45	5,707.64
650.128	Water	778.00	43.15	470.85	307.15	61	679.80
650.129	Wastewater	1,022.00	57.08	620.62	401.38	61	894.86
650.130	Sanitation	364.00	29.71	267.39	96.61	73	356.52
650.133	Stormwater	241.00	19.71	177.39	63.61	74	236.52
650.134	Security Lights	1,102.00	90.00	810.00	292.00	74	1,080.00
650.1271	Electricity- Sales Tax	209.00	9.86	131.01	77.99	63	193.70
660.139	Fleet Services Materials	500.00	.00	307.85	192.15	62	849.26
660.145	Gasoline & Oil	2,835.00	104.53	1,182.22	1,652.78	42	2,304.44
660.1391	Fleet Services Labor	665.00	49.56	533.41	131.59	80	855.70
670.156	Equipment Rental/Lease	7,000.00	713.79	6,139.44	860.56	88	8,288.20
685.180	Membership Dues and Fees	1,000.00	(30.00)	982.50	17.50	98	1,088.00
685.182	Other Operating Expenses	2,000.00	219.88	1,198.19	801.81	60	1,746.28
685.184	Continuing Education	1,140.00	.00	1,040.00	100.00	91	524.00
685.186	Training	3,945.00	.00	366.00	3,579.00	9	1,157.44
685.192	KGB Operations	7,000.00	624.04	3,669.99	3,330.01	52	5,323.50
685.1801	Subscriptions	.00	.00	39.00	(39.00)	+++	.00
685.1921	KGB grant expenses	7,000.00	2,215.49	9,246.52	(2,246.52)	132	4,633.47

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
686.187	Professional Services	.00	.00	46.57	(46.57)	+++	.00
686.191	Contract Services/Studies	92,000.00	2,968.84	26,247.26	22,768.74	75	25,013.00
686.195	Repair/Maint Svc Contract	1,000.00	150.50	1,092.37	(92.37)	109	1,417.00
686.1895	Employee wellness services	1,224.00	46.15	616.69	607.31	50	682.95
	<i>Other Services & Charges Totals</i>	\$145,536.00	\$8,637.90	\$63,567.65	\$38,984.35	73%	\$71,205.28
	<i>Other Objects</i>						
795.001	IT Internal Allocations	12,000.00	1,426.81	11,627.52	372.48	97	18,140.05
	<i>Other Objects Totals</i>	\$12,000.00	\$1,426.81	\$11,627.52	\$372.48	97%	\$18,140.05
	<i>Capital Outlay</i>						
900.4100	Vehicles	.00	.00	.00	.00	+++	25,381.00
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$25,381.00
	Department 09 - Housing and Community	\$448,003.00	\$36,917.94	\$302,029.33	\$102,493.62	77%	\$377,626.25
	Department 10 - Municipal Court						
	<i>Personal Services</i>						
400.101	Regular Pay	97,500.00	8,513.33	73,846.30	23,653.70	76	93,600.17
401.103	Overtime	3,500.00	255.95	3,373.18	126.82	96	3,494.72
405.114	FICA	8,000.00	657.34	5,575.69	2,424.31	70	7,164.04
406.116	Retirement	10,750.00	944.74	8,197.47	2,552.53	76	10,464.56
408.125	SCMIT Worker's Comp Ins.	725.00	.00	717.08	(300.15)	141	533.73
410.001	Health Claims Cost	19,032.00	1,319.38	13,092.95	5,939.05	69	23,449.77
	<i>Personal Services Totals</i>	\$139,507.00	\$11,690.74	\$104,802.67	\$34,396.26	75%	\$138,706.99
	<i>Supplies</i>						
500.101	Supplies and Materials	3,000.00	340.77	1,851.61	1,148.39	62	2,411.05
500.102	Equipment	1,500.00	.00	1,679.15	(179.15)	112	.00
500.103	Furniture	.00	.00	.00	.00	+++	903.02
	<i>Supplies Totals</i>	\$4,500.00	\$340.77	\$3,530.76	\$969.24	78%	\$3,314.07
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	550.00	35.92	314.00	236.00	57	608.15
610.112	Postage	2,500.00	326.93	1,855.96	644.04	74	2,073.93
610.1110	Communications- Wireless	325.00	33.34	299.39	25.61	92	394.14

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
640.124	Travel Expense	2,000.00	.00	728.21	1,271.79	36	474.10
650.127	Electricity	5,850.00	291.34	3,394.16	2,455.84	58	5,425.84
650.128	Water	567.00	22.49	346.66	220.34	61	435.94
650.129	Wastewater	320.00	20.18	219.36	100.64	69	309.48
650.130	Sanitation	118.00	9.67	87.03	30.97	74	116.04
650.133	Stormwater	213.00	17.39	156.51	56.49	73	208.68
650.134	Security Lights	466.00	38.11	342.99	123.01	74	457.32
650.1271	Electricity- Sales Tax	213.00	10.84	154.07	58.93	72	207.72
660.133	Repairs & Maint. Services	9,500.00	250.00	368.05	9,131.95	4	1,019.86
660.139	Fleet Services Materials	100.00	.00	.00	100.00	0	127.32
660.145	Gasoline & Oil	671.00	28.61	346.26	324.74	52	549.99
660.1391	Fleet Services Labor	100.00	.00	.00	100.00	0	110.00
670.156	Equipment Rental/Lease	3,000.00	149.07	1,171.41	1,828.59	39	1,725.13
685.180	Membership Dues and Fees	75.00	75.00	75.00	.00	100	125.00
685.182	Other Operating Expenses	2,500.00	.00	2,378.40	121.60	95	3,000.30
685.184	Continuing Education	1,800.00	.00	.00	1,800.00	0	.00
685.186	Training	.00	.00	160.00	(160.00)	+++	606.00
686.187	Professional Services	.00	.00	23.28	(23.28)	+++	.00
686.195	Repair/Maint Svc Contract	.00	73.25	818.87	(818.87)	+++	2,180.43
686.1895	Employee wellness services	734.00	28.66	360.68	373.32	49	427.41
	<i>Other Services & Charges Totals</i>	\$31,602.00	\$1,410.80	\$13,600.29	\$18,001.71	43%	\$20,582.78
	<i>Other Objects</i>						
795.001	IT Internal Allocations	20,500.00	1,426.81	11,627.52	8,872.48	57	20,516.14
	<i>Other Objects Totals</i>	\$20,500.00	\$1,426.81	\$11,627.52	\$8,872.48	57%	\$20,516.14
	Department 10 - Municipal Court Totals	\$196,109.00	\$14,869.12	\$133,561.24	\$62,239.69	68%	\$183,119.98
	Department 11 - Fire						
	<i>Personal Services</i>						
400.101	Regular Pay	1,195,000.00	98,855.22	923,741.35	271,258.65	77	1,151,355.38
401.103	Overtime	60,000.00	4,895.70	91,929.01	(31,929.01)	153	103,509.48
402.111	Volunteer Employees	9,000.00	330.00	2,655.00	6,345.00	30	2,865.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
405.114	FICA	89,175.00	7,214.14	71,203.59	17,971.41	80	91,437.38
406.116	Retirement	151,750.00	13,668.56	132,076.71	19,673.29	87	161,259.33
408.125	SCMIT Worker's Comp Ins.	18,400.00	929.73	20,479.96	(9,917.43)	154	13,099.28
410.001	Health Claims Cost	219,673.00	16,873.52	139,734.12	79,938.88	64	274,304.72
410.002	Health Claim Costs-Retire	.00	4,161.86	36,646.38	(36,646.38)	+++	4,190.58
	<i>Personal Services Totals</i>	\$1,742,998.00	\$146,928.73	\$1,418,466.12	\$316,694.41	82%	\$1,802,021.15
	<i>Supplies</i>						
500.101	Supplies and Materials	25,000.00	2,739.14	13,544.76	11,455.24	54	28,805.90
500.102	Equipment	55,000.00	6,526.30	24,684.10	30,315.90	45	48,491.17
500.103	Furniture	2,000.00	2,131.52	2,131.52	(131.52)	107	1,698.59
500.105	Printing and Binding	1,000.00	.00	.00	1,000.00	0	.00
500.107	Technology Supplies	5,200.00	176.22	2,911.54	2,288.46	56	5,946.41
501.101	Uniforms and Clothing	31,000.00	387.44	30,436.47	563.53	98	34,135.90
515.121	Safety Supplies	5,000.00	999.06	4,911.44	88.56	98	239.67
515.128	Medical Supplies	10,000.00	933.87	4,887.46	5,112.54	49	12,467.21
531.140	Haz Mat Supplies/Equipmnt	10,000.00	.00	4,199.55	5,800.45	42	8,807.78
	<i>Supplies Totals</i>	\$144,200.00	\$13,893.55	\$87,706.84	\$56,493.16	61%	\$140,592.63
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	6,500.00	667.06	4,268.82	2,231.18	66	6,722.96
610.112	Postage	300.00	88.59	561.28	(261.28)	187	1,463.35
610.1110	Communications- Wireless	24,000.00	1,474.78	21,841.75	2,158.25	91	26,975.17
620.114	Advertising	500.00	117.00	117.00	383.00	23	.00
630.121	Fire Prevention Materials	8,500.00	534.68	4,242.30	4,257.70	50	6,757.81
640.124	Travel Expense	5,986.00	10.67	2,279.76	3,706.24	38	5,249.93
650.127	Electricity	20,524.00	1,721.45	16,639.15	3,884.85	81	22,629.77
650.128	Water	2,214.00	157.13	1,304.17	909.83	59	1,955.56
650.129	Wastewater	2,991.00	213.58	1,779.66	1,211.34	60	2,653.68
650.130	Sanitation	964.00	78.76	708.84	255.16	74	945.12
650.133	Stormwater	804.00	65.70	591.30	212.70	74	788.40
650.134	Security Lights	1,848.00	151.00	1,359.00	489.00	74	1,812.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
650.1271	Electricity- Sales Tax	2,306.00	1,158.64	2,962.14	(656.14)	128	3,484.01
660.103	Emergency Preparedness	3,000.00	.00	3,316.03	(316.03)	111	3,178.97
660.133	Repairs & Maint. Services	35,000.00	4,851.95	32,387.83	1,055.17	97	37,042.43
660.139	Fleet Services Materials	33,000.00	9,046.22	23,443.51	9,556.49	71	40,423.08
660.145	Gasoline & Oil	25,872.00	1,150.41	12,635.66	13,236.34	49	22,179.38
660.1391	Fleet Services Labor	11,493.00	1,926.49	13,856.06	(2,363.06)	121	12,908.75
660.1392	Fleet Svcs- Outside Vends	15,000.00	272.16	13,791.14	1,208.86	92	35,299.58
670.156	Equipment Rental/Lease	8,000.00	851.43	6,520.60	1,479.40	82	8,523.26
682.169	Laundry & Linen	2,500.00	.00	447.51	2,052.49	18	1,341.64
685.180	Membership Dues and Fees	1,500.00	.00	455.00	1,045.00	30	889.00
685.182	Other Operating Expenses	5,000.00	324.63	3,612.34	(4,612.34)	192	10,403.01
685.184	Continuing Education	.00	.00	75.00	(75.00)	+++	1,080.00
685.186	Training	23,000.00	1,045.65	6,672.79	16,327.21	29	19,442.05
685.1801	Subscriptions	12,000.00	150.00	12,233.02	(233.02)	102	10,715.18
686.187	Professional Services	.00	.00	46.57	(46.57)	+++	.00
686.189	Employee Medical	21,000.00	680.00	10,701.00	10,299.00	51	12,079.00
686.195	Repair/Maint Svc Contract	70,165.00	5,058.41	45,339.29	7,371.25	89	67,800.44
686.1895	Employee wellness services	7,589.00	729.15	5,598.43	1,990.57	74	7,888.37
	<i>Other Services & Charges Totals</i>	\$351,556.00	\$32,525.54	\$249,786.95	\$76,757.59	78%	\$372,631.90
	<i>Other Objects</i>						
795.001	IT Internal Allocations	18,000.00	1,712.18	13,953.04	4,046.96	78	30,913.64
	<i>Other Objects Totals</i>	\$18,000.00	\$1,712.18	\$13,953.04	\$4,046.96	78%	\$30,913.64
	<i>Capital Outlay</i>						
900.3000	Buildings & Improvements	1,500,000.00	.00	7,200.00	1,492,800.00	0	.00
900.4300	Other Equipment	.00	.00	.00	.00	+++	24,933.06
	<i>Capital Outlay Totals</i>	\$1,500,000.00	\$0.00	\$7,200.00	\$1,492,800.00	0%	\$24,933.06
	<i>Department 11 - Fire Totals</i>	\$3,756,754.00	\$195,060.00	\$1,777,112.95	\$1,946,792.12	48%	\$2,371,092.38
	<i>Department 12 - Public Works</i>						
	<i>Personal Services</i>						
400.101	Regular Pay	530,000.00	43,492.28	385,203.66	144,796.34	73	510,993.28

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
401.103	Overtime	30,000.00	2,147.12	26,211.87	3,788.13	87	35,623.25
401.109	Seasonal City employee labor	(58,000.00)	.00	.00	(58,000.00)	0	.00
405.114	FICA	39,330.00	3,165.91	28,430.91	10,899.09	72	39,459.62
406.116	Retirement	54,850.00	4,861.07	43,012.86	11,837.14	78	59,251.28
408.125	SCMIT Worker's Comp Ins.	8,100.00	1,111.34	13,191.66	(8,610.95)	206	6,097.22
410.001	Health Claims Cost	137,745.00	9,553.92	86,803.29	50,941.71	63	169,828.50
410.002	Health Claim Costs-Retire	386.00	1,070.70	9,445.98	(9,059.98)	2447	1,933.92
	<i>Personal Services Totals</i>	\$742,411.00	\$65,402.34	\$592,300.23	\$146,591.48	80%	\$823,187.07
	<i>Supplies</i>						
500.101	Supplies and Materials	15,000.00	1,878.31	19,078.77	(4,078.77)	127	23,296.06
500.102	Equipment	44,150.00	.00	317.49	43,832.51	1	9,614.74
500.103	Furniture	2,000.00	2,374.69	2,374.69	(374.69)	119	1,777.00
500.105	Printing and Binding	2,200.00	.00	244.25	1,955.75	11	637.70
501.101	Uniforms and Clothing	15,000.00	1,426.91	12,127.11	2,872.89	81	23,829.25
513.112	Asphalt/Concrete/Gravel	8,000.00	1,994.61	10,517.69	(2,517.69)	131	10,965.08
515.121	Safety Supplies	7,000.00	164.94	1,457.92	5,542.08	21	3,575.84
	<i>Supplies Totals</i>	\$93,350.00	\$7,839.46	\$46,117.92	\$47,232.08	49%	\$73,695.67
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	3,000.00	577.92	3,066.93	(66.93)	102	3,971.92
610.112	Postage	100.00	52.00	91.80	8.20	92	107.10
610.1110	Communications- Wireless	6,000.00	594.42	5,403.92	596.08	90	7,039.29
620.114	Advertising	500.00	.00	130.00	370.00	26	305.50
640.124	Travel Expense	600.00	.00	175.67	424.33	29	255.90
650.127	Electricity	1,131.00	78.05	787.61	343.39	70	1,215.16
650.128	Water	711.00	33.22	302.30	408.70	43	571.14
650.129	Wastewater	910.00	43.85	398.73	511.27	44	737.63
650.130	Sanitation	466.00	38.04	342.36	123.64	73	456.48
650.133	Stormwater	137.00	11.17	100.53	36.47	73	134.04
650.134	Security Lights	545.00	44.54	400.86	144.14	74	534.48
650.1271	Electricity- Sales Tax	2.00	.28	2.61	(.61)	130	4.57

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
660.133	Repairs & Maint. Services	10,000.00	1,765.80	7,277.12	2,722.88	73	9,574.90
660.134	Radio Repairs	.00	.00	39.96	(39.96)	+++	709.78
660.139	Fleet Services Materials	20,000.00	704.57	19,346.72	653.28	97	18,045.70
660.145	Gasoline & Oil	36,382.00	1,554.99	17,189.08	19,192.92	47	32,372.80
660.1391	Fleet Services Labor	40,300.00	4,254.52	33,819.90	6,480.10	84	33,311.77
663.142	Street Sign Maintenance	4,000.00	3,014.00	3,317.98	(13,577.08)	439	4,916.48
663.144	Sidewalk Repairs	.00	.00	.00	70,000.00	+++	(4,683.52)
663.148	Maintenance of Parks	30,000.00	250.00	14,606.76	14,367.74	52	45,512.47
670.156	Equipment Rental/Lease	7,500.00	320.37	2,250.68	5,249.32	30	3,938.55
685.180	Membership Dues and Fees	350.00	.00	189.00	161.00	54	150.00
685.182	Other Operating Expenses	5,000.00	74.90	2,763.63	2,236.37	55	3,969.09
685.184	Continuing Education	2,600.00	.00	.00	2,600.00	0	.00
685.186	Training	1,500.00	.00	251.79	1,248.21	17	600.00
686.187	Professional Services	2,000.00	558.54	1,072.45	927.55	54	2,921.90
686.189	Employee Medical	1,800.00	.00	350.00	1,450.00	19	1,037.00
686.195	Repair/Maint Svc Contract	12,000.00	1,494.28	8,908.80	3,091.20	74	17,896.70
686.1895	Employee wellness services	3,305.00	327.42	3,056.86	248.14	92	4,147.60
687.203	Contract Services	30,000.00	2,280.00	46,411.49	(16,411.49)	155	33,014.84
	<i>Other Services & Charges Totals</i>	\$220,839.00	\$18,072.88	\$172,055.54	\$103,498.86	53%	\$222,769.27
	<i>Other Objects</i>						
700.105	Matched Expenses	.00	.00	.00	.00	+++	1,997.30
795.001	IT Internal Allocations	3,000.00	285.36	2,325.49	674.51	78	4,905.83
	<i>Other Objects Totals</i>	\$3,000.00	\$285.36	\$2,325.49	\$674.51	78%	\$6,903.13
	<i>Capital Outlay</i>						
900.1000	Infrastructure Improvemts	.00	.00	.00	.00	+++	30,800.00
900.4200	Heavy Equipment	.00	.00	.00	.00	+++	72,988.02
900.4300	Other Equipment	.00	.00	.00	.00	+++	11,623.26
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$115,411.28
	Department 12 - Public Works Totals	\$1,059,600.00	\$91,600.04	\$812,799.18	\$297,996.93	72%	\$1,241,966.42
	Department 13 - Information Technology						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
<i>Personal Services</i>							
400.101	Regular Pay	73,500.00	5,910.98	50,957.94	22,542.06	69	56,778.65
401.103	Overtime	.00	.00	.00	.00	+++	664.48
401.106	Contract Labor	1,000.00	.00	.00	1,000.00	0	3,975.00
405.114	FICA	5,700.00	435.70	3,734.48	1,965.52	66	6,721.52
406.116	Retirement	9,000.00	647.54	5,561.18	3,438.82	62	6,519.38
408.125	SCMIT Worker's Comp Ins.	290.00	.00	291.70	(127.01)	144	217.12
410.001	Health Claims Cost	4,441.00	571.78	5,059.83	(618.83)	114	4,900.36
<i>Personal Services Totals</i>		\$93,931.00	\$7,566.00	\$65,605.13	\$28,200.56	70%	\$79,776.51
<i>Supplies</i>							
500.101	Supplies and Materials	2,000.00	669.77	2,893.02	(893.02)	145	572.84
500.102	Equipment	10,000.00	4,113.77	13,886.56	(6,770.04)	168	2,980.86
500.107	Technology Supplies	200.00	.00	.00	200.00	0	.00
<i>Supplies Totals</i>		\$12,200.00	\$4,783.54	\$16,779.58	(\$7,463.06)	161%	\$3,553.70
<i>Other Services & Charges</i>							
610.111	Communications- Landline	700.00	35.92	314.00	386.00	45	608.15
610.112	Postage	50.00	.00	.00	50.00	0	.00
610.1110	Communications- Wireless	1,000.00	96.61	868.04	131.96	87	1,049.30
620.114	Advertising	100.00	.00	.00	100.00	0	104.00
640.124	Travel Expense	1,000.00	.00	474.30	525.70	47	326.69
650.127	Electricity	3,119.00	123.33	1,406.98	1,712.02	45	2,853.82
650.128	Water	349.00	21.57	235.41	113.59	67	320.33
650.129	Wastewater	551.00	28.54	310.30	240.70	56	467.03
650.130	Sanitation	182.00	14.85	133.65	48.35	73	178.20
650.133	Stormwater	121.00	9.85	88.65	32.35	73	118.20
650.134	Security Lights	551.00	45.00	405.00	146.00	74	540.00
650.1271	Electricity- Sales Tax	104.00	4.93	65.51	38.49	63	96.85
685.180	Membership Dues and Fees	100.00	35.00	35.00	65.00	35	35.00
685.182	Other Operating Expenses	250.00	.00	239.80	10.20	96	.00
685.184	Continuing Education	.00	.00	.00	.00	+++	2,216.25

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
685.186	Training	500.00	.00	180.00	320.00	36	150.00
685.1801	Subscriptions	50.00	.00	.00	50.00	0	.00
686.184	Technology Services	150,000.00	15,445.09	138,839.50	(35,154.72)	123	125,817.88
686.194	Other Prof/Tech Services	10,000.00	244.48	3,075.70	6,924.30	31	22,299.49
686.195	Repair/Maint Svc Contract	10,000.00	248.25	11,103.69	(1,103.69)	111	3,595.05
686.1895	Employee wellness services	245.00	11.66	136.40	108.60	56	193.04
	<i>Other Services & Charges Totals</i>	\$178,972.00	\$16,365.08	\$157,911.93	(\$25,255.15)	114%	\$160,969.28
	<i>Other Objects</i>						
795.001	IT Internal Allocations	(296,403.00)	(27,394.80)	(223,248.45)	(73,154.55)	75	(239,881.61)
	<i>Other Objects Totals</i>	(\$296,403.00)	(\$27,394.80)	(\$223,248.45)	(\$73,154.55)	75%	(\$239,881.61)
	<i>Capital Outlay</i>						
900.3950	Computer Software	.00	.00	9,725.43	(9,725.43)	+++	.00
900.4300	Other Equipment	.00	.00	.00	.00	+++	9,618.48
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$9,725.43	(\$9,725.43)	+++	\$9,618.48
	Department 13 - Information Technology Totals	(\$11,300.00)	\$1,319.82	\$26,773.62	(\$87,397.63)	-673%	\$14,036.36
	Department 14 - Fleet Services						
	<i>Personal Services</i>						
400.101	Regular Pay	127,000.00	11,367.67	98,231.93	28,768.07	77	122,750.78
401.103	Overtime	2,000.00	81.09	1,926.34	73.66	96	3,002.69
405.114	FICA	10,145.00	822.03	7,014.53	3,130.47	69	9,022.36
406.116	Retirement	14,500.00	1,250.10	10,765.16	3,734.84	74	13,774.05
408.125	SCMIT Worker's Comp Ins.	3,380.00	.00	2,041.83	460.96	86	2,533.65
410.001	Health Claims Cost	30,115.00	1,865.12	18,452.97	11,662.03	61	38,008.02
	<i>Personal Services Totals</i>	\$187,140.00	\$15,386.01	\$138,432.76	\$47,830.03	74%	\$189,091.55
	<i>Supplies</i>						
500.101	Supplies and Materials	8,000.00	701.98	7,084.55	915.45	89	8,352.67
500.102	Equipment	1,500.00	.00	604.05	895.95	40	1,264.39
500.105	Printing and Binding	400.00	.00	49.73	350.27	12	386.90
501.101	Uniforms and Clothing	5,150.00	458.86	2,989.72	2,160.28	58	5,735.27

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
515.121	Safety Supplies	500.00	.00	667.78	(167.78)	134	.00
	<i>Supplies Totals</i>	\$15,550.00	\$1,160.84	\$11,395.83	\$4,154.17	73%	\$15,739.23
	<i>Other Services & Charges</i>						
610.111	Communications- Landline	1,500.00	260.26	1,334.69	165.31	89	1,646.45
610.112	Postage	200.00	25.36	25.36	174.64	13	.00
610.1110	Communications- Wireless	800.00	53.27	478.65	321.35	60	630.15
640.124	Travel Expense	500.00	.00	.00	500.00	0	.00
650.127	Electricity	10,520.00	698.66	7,131.87	3,388.13	68	10,929.03
650.128	Water	710.00	33.19	302.07	407.93	43	570.78
650.129	Wastewater	909.00	43.81	398.37	510.63	44	737.11
650.130	Sanitation	452.00	36.90	332.10	119.90	73	442.80
650.133	Stormwater	133.00	10.84	97.56	35.44	73	130.08
650.134	Security Lights	521.00	42.57	383.13	137.87	74	510.84
650.1271	Electricity- Sales Tax	441.00	24.46	393.86	47.14	89	491.92
660.133	Repairs & Maint. Services	.00	.00	.00	.00	+++	1,135.70
660.139	Fleet Services Materials	3,000.00	.00	737.03	2,262.97	25	2,401.59
660.145	Gasoline & Oil	2,827.00	71.33	1,080.97	1,746.03	38	2,473.34
660.1391	Fleet Services Labor	1,600.00	.00	398.75	1,201.25	25	1,490.50
662.140	Building Repairs	8,500.00	.00	.00	8,500.00	0	.00
685.182	Other Operating Expenses	150.00	.00	184.44	(34.44)	123	70.33
685.186	Training	250.00	.00	51.00	199.00	20	.00
685.1801	Subscriptions	50.00	.00	.00	50.00	0	.00
686.189	Employee Medical	100.00	.00	165.00	(65.00)	165	165.00
686.195	Repair/Maint Svc Contract	7,400.00	1,710.00	2,406.60	4,993.40	33	6,202.44
686.1895	Employee wellness services	734.00	81.61	851.23	(117.23)	116	1,079.31
689.900	Inventory Parts & Supply	.00	.00	.00	.00	+++	5,763.55
	<i>Other Services & Charges Totals</i>	\$41,297.00	\$3,092.26	\$16,752.68	\$24,544.32	41%	\$36,870.92
	<i>Other Objects</i>						
735.122	Services Billed	(251,618.00)	(25,793.91)	(212,034.22)	(39,583.78)	84	(228,514.83)
795.001	IT Internal Allocations	7,841.00	.00	.00	7,841.00	0	2,227.84

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
	<i>Other Objects Totals</i>	(\$243,777.00)	(\$25,793.91)	(\$212,034.22)	(\$31,742.78)	87%	(\$226,286.99)
	<i>Capital Outlay</i>						
900.4300	Other Equipment	.00	.00	.00	.00	+++	10,289.64
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$10,289.64
	Department 14 - Fleet Services Totals	\$210.00	(\$6,154.80)	(\$45,452.95)	\$44,785.74	- 21227 %	\$25,704.35
	Department 20 - General Government						
	<i>Personal Services</i>						
410.001	Health Claims Cost	3,000.00	.00	275.20	2,724.80	9	2,035.75
410.002	Health Claim Costs-Retire	168,326.00	2,726.85	24,531.63	143,794.37	15	181,070.80
	<i>Personal Services Totals</i>	\$171,326.00	\$2,726.85	\$24,806.83	\$146,519.17	14%	\$183,106.55
	<i>Supplies</i>						
500.103	Furniture	1,000.00	.00	.00	1,000.00	0	.00
510.106	Cleaning & Sanitation Sup	2,000.00	237.28	1,902.79	97.21	95	1,755.84
	<i>Supplies Totals</i>	\$3,000.00	\$237.28	\$1,902.79	\$1,097.21	63%	\$1,755.84
	<i>Other Services & Charges</i>						
600.110	SCMIRF Property/Liab Ins	215,000.00	7,003.35	252,715.87	(42,768.95)	120	189,029.73
600.112	Survivors Health Ins	8,000.00	14.72	186.08	7,813.92	2	5,367.98
600.1051	Employee Wellness & Safety	21,300.00	5,260.36	8,447.76	12,852.24	40	23,303.41
600.1052	Unemployment Insurance	7,000.00	.00	.00	7,000.00	0	.00
620.114	Advertising	200.00	.00	130.00	70.00	65	.00
650.128	Water	1,000.00	.00	.00	1,000.00	0	.00
650.133	Stormwater	804.00	65.71	591.39	212.61	74	788.52
660.133	Repairs & Maint. Services	23,500.00	350.00	7,066.48	16,433.52	30	21,822.68
662.140	Building Repairs	2,000.00	.00	.00	2,000.00	0	.00
685.180	Membership Dues and Fees	3,500.00	.00	3,945.41	(445.41)	113	2,941.41
685.182	Other Operating Expenses	15,000.00	437.01	7,930.97	7,069.03	53	15,398.87
685.187	Special Projects	5,000.00	.00	.00	5,000.00	0	9,079.24
686.186	Legal Services	50,000.00	17,172.78	52,517.14	(30,813.70)	162	65,563.57

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
686.187	Professional Services	5,000.00	.00	749.00	4,251.00	15	19,054.42
686.189	Employee Medical	250.00	.00	.00	250.00	0	.00
686.190	Consulting Services	2,000.00	.00	.00	2,000.00	0	1,350.00
686.192	Elections	6,500.00	.00	7,340.94	(840.94)	113	5,161.84
686.194	Other Prof/Tech Services	5,000.00	.00	2,150.00	2,850.00	43	19,200.00
686.195	Repair/Maint Svc Contract	21,000.00	1,673.53	13,986.54	7,013.46	67	20,249.50
686.1871	Audit Services	35,000.00	.00	36,100.00	(1,100.00)	103	33,650.00
686.1895	Employee wellness services	4,406.00	.00	2,318.60	2,087.40	53	2,552.19
	<i>Other Services & Charges Totals</i>	\$431,460.00	\$31,977.46	\$396,176.18	\$1,934.18	100%	\$434,513.36
	<i>Other Objects</i>						
700.105	Matched Expenses	.00	.00	.00	.00	+++	13,323.20
795.995	GF Cost Distribution	(112,788.00)	(9,399.00)	(84,591.00)	(28,197.00)	75	(105,909.00)
	<i>Other Objects Totals</i>	(\$112,788.00)	(\$9,399.00)	(\$84,591.00)	(\$28,197.00)	75%	(\$92,585.80)
	<i>Capital Outlay</i>						
900.3000	Buildings & Improvements	5,000.00	.00	.00	5,000.00	0	.00
	<i>Capital Outlay Totals</i>	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0%	\$0.00
	Department 20 - General Government Totals	\$497,998.00	\$25,542.59	\$338,294.80	\$126,353.56	75%	\$526,789.95
	EXPENSE TOTALS	\$13,294,288.00	\$684,431.55	\$6,090,724.06	\$7,113,221.56	46%	\$8,875,242.62
	Fund 0010 - General Fund Totals						
	REVENUE TOTALS	13,298,288.00	563,588.50	5,150,451.84	8,147,836.16	39	8,651,084.52
	EXPENSE TOTALS	13,294,288.00	684,431.55	6,090,724.06	7,113,221.56	46	8,875,242.62
	Fund 0010 - General Fund Totals	\$4,000.00	(\$120,843.05)	(\$940,272.22)	\$1,034,614.60		(\$224,158.10)
	Fund 0012 - Capital Projects Reserve Fund						
	REVENUE						
	Department 00 - Revenue						
	<i>Operating Transfers In</i>						
392.004	From General Fund	664,050.00	.00	.00	664,050.00	0	.00
	<i>Operating Transfers In Totals</i>	\$664,050.00	\$0.00	\$0.00	\$664,050.00	0%	\$0.00
	Department 00 - Revenue Totals	\$664,050.00	\$0.00	\$0.00	\$664,050.00	0%	\$0.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
REVENUE TOTALS		\$664,050.00	\$0.00	\$0.00	\$664,050.00	0%	\$0.00
EXPENSE							
Department 26 - Special Projects							
Capital Outlay							
900.903	Sidewalk Program	75,000.00	.00	44,703.12	30,296.88	60	.00
900.904	Street Re-Surfacing Program	50,000.00	.00	.00	5,395.25	89	.00
900.4100	Vehicles	128,584.00	.00	106,652.00	(2,028.00)	102	.00
900.4300	Other Equipment	260,466.00	10,560.46	223,092.87	26,344.13	90	.00
900.9002	Harborwalk Fire Protection	150,000.00	.00	.00	150,000.00	0	.00
Capital Outlay Totals		\$664,050.00	\$10,560.46	\$374,447.99	\$210,008.26	68%	\$0.00
Department 26 - Special Projects Totals		\$664,050.00	\$10,560.46	\$374,447.99	\$210,008.26	68%	\$0.00
EXPENSE TOTALS		\$664,050.00	\$10,560.46	\$374,447.99	\$210,008.26	68%	\$0.00
Fund 0012 - Capital Projects Reserve Fund Totals							
REVENUE TOTALS		664,050.00	.00	.00	664,050.00	0	.00
EXPENSE TOTALS		664,050.00	10,560.46	374,447.99	210,008.26	68	.00
Fund 0012 - Capital Projects Reserve Fund Totals		\$0.00	(\$10,560.46)	(\$374,447.99)	\$454,041.74		\$0.00
Fund 0017 - Federal Grants							
REVENUE							
Department 00 - Revenue							
Federal Grants							
331.000	Federal Grants	2,000.00	.00	1,814.17	185.83	91	76,427.91
Federal Grants Totals		\$2,000.00	\$0.00	\$1,814.17	\$185.83	91%	\$76,427.91
Miscellaneous							
331.020	Prog. Income-Other	.00	.00	.00	.00	+++	1,175.00
Miscellaneous Totals		\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,175.00
City Funding							
331.069	Match Revenue	.00	.00	.00	.00	+++	13,323.20
City Funding Totals		\$0.00	\$0.00	\$0.00	\$0.00	+++	\$13,323.20
Department 00 - Revenue Totals		\$2,000.00	\$0.00	\$1,814.17	\$185.83	91%	\$90,926.11

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
REVENUE TOTALS		\$2,000.00	\$0.00	\$1,814.17	\$185.83	91%	\$90,926.11
EXPENSE							
Department 69 - Federal Grants							
Supplies							
500.101	Supplies and Materials	2,000.00	.00	.00	2,000.00	0	6,420.91
	Supplies Totals	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0%	\$6,420.91
Capital Outlay							
900.1000	Infrastructure Improvemts	.00	.00	.00	.00	+++	131,363.68
	Capital Outlay Totals	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$131,363.68
Department 69 - Federal Grants Totals		\$2,000.00	\$0.00	\$0.00	\$2,000.00	0%	\$137,784.59
EXPENSE TOTALS		\$2,000.00	\$0.00	\$0.00	\$2,000.00	0%	\$137,784.59
Fund 0017 - Federal Grants Totals							
REVENUE TOTALS		2,000.00	.00	1,814.17	185.83	91	90,926.11
EXPENSE TOTALS		2,000.00	.00	.00	2,000.00	0	137,784.59
Fund 0017 - Federal Grants Totals		\$0.00	\$0.00	\$1,814.17	(\$1,814.17)		(\$46,858.48)
Fund 0020 - State Accommodations Tax							
REVENUE							
Department 00 - Revenue							
State Shared							
318.001	Accommodations Tax	100,000.00	.00	58,097.06	41,902.94	58	121,241.06
	State Shared Totals	\$100,000.00	\$0.00	\$58,097.06	\$41,902.94	58%	\$121,241.06
Investment Earnings							
361.001	Investment Earnings	60.00	124.77	270.26	(210.26)	450	93.83
	Investment Earnings Totals	\$60.00	\$124.77	\$270.26	(\$210.26)	450%	\$93.83
Department 00 - Revenue Totals		\$100,060.00	\$124.77	\$58,367.32	\$41,692.68	58%	\$121,334.89
REVENUE TOTALS		\$100,060.00	\$124.77	\$58,367.32	\$41,692.68	58%	\$121,334.89
EXPENSE							
Department 33 - State Accommodations Tax							
Other Services & Charges							

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
620.114	Advertising	1,060.00	.00	104.00	956.00	10	52.00
683.173	Tourism Related	43,000.00	2,545.00	41,144.10	1,855.90	96	33,352.40
683.174	Tourism Advertise/Promote	31,000.00	.00	9,929.12	21,070.88	32	29,279.27
	<i>Other Services & Charges Totals</i>	\$75,060.00	\$2,545.00	\$51,177.22	\$23,882.78	68%	\$62,683.67
	<i>Other Objects</i>						
750.124	Transfers to General Fund	25,000.00	.00	26,654.85	(1,654.85)	107	29,782.99
	<i>Other Objects Totals</i>	\$25,000.00	\$0.00	\$26,654.85	(\$1,654.85)	107%	\$29,782.99
	Department 33 - State Accommodations Tax	\$100,060.00	\$2,545.00	\$77,832.07	\$22,227.93	78%	\$92,466.66
	EXPENSE TOTALS	\$100,060.00	\$2,545.00	\$77,832.07	\$22,227.93	78%	\$92,466.66
	Fund 0020 - State Accommodations Tax Totals						
	REVENUE TOTALS	100,060.00	124.77	58,367.32	41,692.68	58	121,334.89
	EXPENSE TOTALS	100,060.00	2,545.00	77,832.07	22,227.93	78	92,466.66
	Fund 0020 - State Accommodations Tax Totals	\$0.00	(\$2,420.23)	(\$19,464.75)	\$19,464.75		\$28,868.23
	Fund 0022 - Local Hospitality/ATax						
	REVENUE						
	Department 00 - Revenue						
	<i>Fees</i>						
324.001	Hospitality Fee	600,000.00	49,988.33	493,412.76	106,587.24	82	669,628.45
324.002	Accommodation Fees	150,000.00	11,083.32	136,864.62	13,135.38	91	192,466.69
	<i>Fees Totals</i>	\$750,000.00	\$61,071.65	\$630,277.38	\$119,722.62	84%	\$862,095.14
	<i>Federal Grants</i>						
331.000	Federal Grants	.00	.00	.00	.00	+++	13,671.00
	<i>Federal Grants Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$13,671.00
	<i>Investment Earnings</i>						
361.001	Investment Earnings	1,200.00	3,227.11	6,939.30	(5,739.30)	578	2,689.21
	<i>Investment Earnings Totals</i>	\$1,200.00	\$3,227.11	\$6,939.30	(\$5,739.30)	578%	\$2,689.21
	<i>Miscellaneous</i>						
369.002	Miscellaneous Revenue	.00	.00	42,899.12	(42,899.12)	+++	(1.08)
	<i>Miscellaneous Totals</i>	\$0.00	\$0.00	\$42,899.12	(\$42,899.12)	+++	(\$1.08)

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
	<i>Operating Transfers In</i>						
394.002	Transfer from fund balance	983,077.00	.00	.00	983,077.00	0	.00
	<i>Operating Transfers In Totals</i>	\$983,077.00	\$0.00	\$0.00	\$983,077.00	0%	\$0.00
	Department 00 - Revenue Totals	\$1,734,277.00	\$64,298.76	\$680,115.80	\$1,054,161.20	39%	\$878,454.27
	REVENUE TOTALS	\$1,734,277.00	\$64,298.76	\$680,115.80	\$1,054,161.20	39%	\$878,454.27
	EXPENSE						
	Department 08 - Winyah Auditorium						
	<i>Other Services & Charges</i>						
650.127	Electricity	6,921.00	427.45	4,206.72	2,714.28	61	6,812.30
	<i>Other Services & Charges Totals</i>	\$6,921.00	\$427.45	\$4,206.72	\$2,714.28	61%	\$6,812.30
	<i>Other Objects</i>						
750.133	Trsf to Winyah Aud Fund	35,000.00	.00	.00	35,000.00	0	.00
	<i>Other Objects Totals</i>	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0%	\$0.00
	Department 08 - Winyah Auditorium Totals	\$41,921.00	\$427.45	\$4,206.72	\$37,714.28	10%	\$6,812.30
	Department 23 - Old Hospitality Fees						
	<i>Other Services & Charges</i>						
683.174	Tourism Advertise/Promote	30,000.00	.00	35,000.00	(5,000.00)	117	.00
685.182	Other Operating Expenses	5,000.00	.00	2,096.17	2,903.83	42	3,167.01
685.187	Special Projects	.00	.00	.00	.00	+++	72,033.00
685.1871	Way-finding project	1,000.00	25.00	276.45	723.55	28	.00
	<i>Other Services & Charges Totals</i>	\$36,000.00	\$25.00	\$37,372.62	(\$1,372.62)	104%	\$75,200.01
	<i>Other Objects</i>						
750.124	Transfers to General Fund	108,000.00	9,000.00	81,000.00	27,000.00	75	108,000.00
	<i>Other Objects Totals</i>	\$108,000.00	\$9,000.00	\$81,000.00	\$27,000.00	75%	\$108,000.00
	<i>Capital Outlay</i>						
900.1000	Infrastructure Improvmts	20,000.00	.00	.00	20,000.00	0	.00
900.6000	Other Improvements	.00	.00	.00	.00	+++	77,179.39
	<i>Capital Outlay Totals</i>	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0%	\$77,179.39
	Department 23 - Old Hospitality Fees Totals	\$164,000.00	\$9,025.00	\$118,372.62	\$45,627.38	72%	\$260,379.40
	Department 24 - New Hospitality Fees						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
	<i>Other Services & Charges</i>						
683.174	Tourism Advertise/Promote	30,000.00	.00	8,300.00	21,700.00	28	25,000.00
685.180	Membership Dues and Fees	17,500.00	.00	17,500.00	.00	100	.00
685.182	Other Operating Expenses	21,500.00	.00	20,966.59	(4,495.59)	121	22,300.77
685.187	Special Projects	.00	.00	7,100.30	22,211.95	+++	50,268.75
686.195	Repair/Maint Svc Contract	24,000.00	1,674.00	16,642.43	7,357.57	69	20,400.00
	<i>Other Services & Charges Totals</i>	\$93,000.00	\$1,674.00	\$70,509.32	\$46,773.93	50%	\$117,969.52
	<i>Capital Outlay</i>						
900.905	Park Improvements	1,250,000.00	6,504.83	31,275.79	1,020,741.46	18	.00
	<i>Capital Outlay Totals</i>	\$1,250,000.00	\$6,504.83	\$31,275.79	\$1,020,741.46	18%	\$0.00
	Department 24 - New Hospitality Fees Totals	\$1,343,000.00	\$8,178.83	\$101,785.11	\$1,067,515.39	21%	\$117,969.52
	Department 29 - Kaminski House						
	<i>Other Services & Charges</i>						
600.110	SCMIRF Property/Liab Ins	10,000.00	.00	13,024.00	(3,024.00)	130	.00
650.127	Electricity	2,743.00	160.80	1,921.40	821.60	70	3,005.79
650.1271	Electricity- Sales Tax	113.00	6.09	82.49	30.51	73	122.37
685.182	Other Operating Expenses	.00	43.00	43.00	(43.00)	+++	1,543.00
687.203	Contract Services	190,000.00	47,500.00	190,000.00	.00	100	190,000.00
	<i>Other Services & Charges Totals</i>	\$202,856.00	\$47,709.89	\$205,070.89	(\$2,214.89)	101%	\$194,671.16
	Department 29 - Kaminski House Totals	\$202,856.00	\$47,709.89	\$205,070.89	(\$2,214.89)	101%	\$194,671.16
	EXPENSE TOTALS	\$1,751,777.00	\$65,341.17	\$429,435.34	\$1,148,642.16	34%	\$579,832.38
	Fund 0022 - Local Hospitality/ATax Totals						
	REVENUE TOTALS	1,734,277.00	64,298.76	680,115.80	1,054,161.20	39	878,454.27
	EXPENSE TOTALS	1,751,777.00	65,341.17	429,435.34	1,148,642.16	34	579,832.38
	Fund 0022 - Local Hospitality/ATax Totals	(\$17,500.00)	(\$1,042.41)	\$250,680.46	(\$94,480.96)		\$298,621.89
	Fund 0030 - Electric Utility Fund						
	REVENUE						
	Department 00 - Revenue						
	<i>Operating Revenues</i>						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
301.000	Sale Of Utilities	13,550,000.00	853,527.05	8,819,412.70	4,730,587.30	65	12,586,015.39
301.002	New Turn Ons	6,000.00	405.00	3,005.00	2,995.00	50	4,225.00
301.004	Security Lights	275,000.00	24,482.46	198,915.46	76,084.54	72	262,201.00
301.012	Restores	8,500.00	1,200.00	8,475.00	25.00	100	7,950.00
302.001	Penalties	150,000.00	11,127.02	107,505.23	42,494.77	72	150,764.37
302.002	Pole Rental	157,700.00	.00	199,787.37	(42,087.37)	127	157,702.00
302.003	Fiber Rental	25,700.00	.00	28,063.00	(2,363.00)	109	35,688.00
	<i>Operating Revenues Totals</i>	\$14,172,900.00	\$890,741.53	\$9,365,163.76	\$4,807,736.24	66%	#####
	<i>Federal Grants</i>						
335.004	Fema Recovery	.00	.00	6,867.11	(6,867.11)	+++	82,405.32
	<i>Federal Grants Totals</i>	\$0.00	\$0.00	\$6,867.11	(\$6,867.11)	+++	\$82,405.32
	<i>Investment Earnings</i>						
306.001	Investment Earnings	10,000.00	3,001.76	17,548.98	(7,548.98)	175	11,043.69
361.003	Fv Chg In Investments	.00	(1.22)	(8.16)	8.16	+++	(13.97)
	<i>Investment Earnings Totals</i>	\$10,000.00	\$3,000.54	\$17,540.82	(\$7,540.82)	175%	\$11,029.72
	<i>Miscellaneous</i>						
301.001	Revenue from Energu Efficiency	.00	3,097.87	35,167.85	(35,167.85)	+++	8,877.49
307.002	Sale Of Scrap	1,500.00	.00	337.10	1,162.90	22	2,359.20
369.002	Miscellaneous Revenue	3,000.00	150.00	2,534.95	465.05	84	15,316.72
	<i>Miscellaneous Totals</i>	\$4,500.00	\$3,247.87	\$38,039.90	(\$33,539.90)	845%	\$26,553.41
	<i>Operating Transfers In</i>						
394.002	Transfer from fund balance	(897,739.00)	.00	.00	(897,739.00)	0	.00
	<i>Operating Transfers In Totals</i>	(\$897,739.00)	\$0.00	\$0.00	(\$897,739.00)	0%	\$0.00
	<i>Sale of Assets</i>						
391.001	Sale of Assets	.00	.00	.00	.00	+++	4,222.63
	<i>Sale of Assets Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,222.63
	Department 00 - Revenue Totals	\$13,289,661.00	\$896,989.94	\$9,427,611.59	\$3,862,049.41	71%	#####
	REVENUE TOTALS	\$13,289,661.00	\$896,989.94	\$9,427,611.59	\$3,862,049.41	71%	#####
	EXPENSE						
	Department 19 - Electric						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
<i>Personal Services</i>							
400.101	Regular Pay	592,000.00	49,510.12	422,444.05	169,555.95	71	570,754.36
401.103	Overtime	20,000.00	957.32	19,921.25	78.75	100	18,224.67
401.106	Contract Labor	140,000.00	.00	139,200.00	800.00	99	.00
401.107	Labor Billed	.00	(480.55)	(1,792.83)	1,792.83	+++	(335.08)
405.114	FICA	44,250.00	3,634.47	31,632.18	12,617.82	71	43,380.04
406.116	Retirement	60,910.00	5,448.86	47,478.11	13,431.89	78	61,409.81
408.125	SCMIT Worker's Comp Ins.	33,750.00	.00	22,083.00	2,941.88	91	33,784.29
410.001	Health Claims Cost	120,337.00	8,093.24	69,475.17	50,861.83	58	150,509.93
410.002	Health Claim Costs-Retire	19,293.00	961.52	20,516.94	(1,223.94)	106	20,905.74
410.003	OPEB cost	10,000.00	.00	.00	10,000.00	0	7,419.91
<i>Personal Services Totals</i>		\$1,040,540.00	\$68,124.98	\$770,957.87	\$260,857.01	75%	\$906,053.67
<i>Supplies</i>							
500.101	Supplies and Materials	15,300.00	2,740.99	12,488.60	2,811.40	82	13,833.31
500.102	Equipment	11,500.00	.00	.00	11,500.00	0	28,139.19
500.103	Furniture	1,000.00	.00	.00	1,000.00	0	.00
500.105	Printing and Binding	600.00	.00	.00	600.00	0	.00
501.101	Uniforms and Clothing	12,600.00	4,672.31	9,539.18	3,060.82	76	13,852.51
514.114	Wire Expense	8,000.00	34.61	4,377.67	3,622.33	55	5,047.27
514.115	Christmas Decorations	9,000.00	.00	9,635.15	(635.15)	107	7,508.20
514.116	Pole Line Hardware	8,000.00	371.95	4,082.31	3,917.69	51	1,572.16
514.117	Poles & Crossarms	4,000.00	(145.75)	1,018.00	2,982.00	25	478.75
514.118	Fuel for Peak Shaving Generation	70,000.00	4,551.03	46,464.76	8,935.24	87	.00
515.123	Special Dept Supplies	12,000.00	617.82	12,904.09	(904.09)	108	13,744.34
521.128	Meter Supplies	18,000.00	8,300.89	42,804.19	(24,804.19)	238	9,176.95
523.133	Street Light Supplies	21,000.00	910.16	11,131.76	9,868.24	53	25,054.32
531.143	Security Lights	14,000.00	565.48	19,799.12	(5,799.12)	141	18,128.45
531.145	Transformer Supplies	8,000.00	602.00	5,917.96	2,082.04	74	13,114.91
540.150	Power Purchases	9,000,000.00	413,679.23	5,653,011.44	3,346,988.56	63	8,781,124.03
<i>Supplies Totals</i>		\$9,213,000.00	\$436,900.72	\$5,833,174.23	\$3,365,225.77	63%	\$8,930,774.39

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
	<i>Other Services & Charges</i>						
540.153	Energy Efficiency Program	5,500.00	3,098.27	55,055.96	(49,555.96)	1001	22,911.04
600.110	SCMIRF Property/Liab Ins	325,000.00	.00	231,194.40	93,805.60	71	223,263.71
610.111	Communications- Landline	5,000.00	518.55	3,312.99	1,687.01	66	4,998.31
610.112	Postage	1,000.00	157.82	1,162.06	(162.06)	116	2,772.94
610.1110	Communications- Wireless	8,500.00	625.25	5,937.42	2,562.58	70	7,264.76
620.114	Advertising	600.00	52.00	82.55	517.45	14	685.05
640.124	Travel Expense	4,800.00	.00	780.03	4,019.97	16	1,836.48
650.127	Electricity	24,885.00	2,168.72	15,933.37	8,951.63	64	23,577.71
650.128	Water	1,228.00	94.92	844.28	383.72	69	1,214.04
650.129	Wastewater	1,706.00	132.32	1,177.92	528.08	69	1,685.04
650.130	Sanitation	2,064.00	168.66	1,517.94	546.06	74	2,023.92
650.133	Stormwater	531.00	43.38	390.42	140.58	74	520.56
650.134	Security Lights	12,004.00	849.00	7,641.00	4,363.00	64	10,978.44
650.1271	Electricity- Sales Tax	2,098.00	532.77	2,559.62	(461.62)	122	3,602.52
660.133	Repairs & Maint. Services	35,300.00	60.00	1,480.95	33,819.05	4	7,866.15
660.139	Fleet Services Materials	20,000.00	1,399.86	10,726.11	9,273.89	54	20,529.86
660.140	Hydraulic Repair	12,000.00	.00	2,428.62	9,571.38	20	3,511.72
660.145	Gasoline & Oil	29,498.00	1,180.69	12,106.48	17,391.52	41	24,340.16
660.1391	Fleet Services Labor	22,619.00	2,394.36	17,844.04	4,774.96	79	19,121.68
662.140	Building Repairs	2,000.00	.00	.00	2,000.00	0	.00
663.145	Sub-Station Maintenance	3,000.00	.00	.00	3,000.00	0	75.15
663.146	Transformers Repairs	6,000.00	.00	3,491.05	2,508.95	58	.00
664.101	Community Education	1,500.00	.00	.00	1,500.00	0	.00
670.156	Equipment Rental/Lease	4,700.00	848.14	2,472.06	2,227.94	53	3,386.73
670.157	Equipment Lease	300,000.00	26,080.34	208,642.72	91,357.28	70	.00
682.170	Infrared Test	800.00	.00	565.00	235.00	71	565.00
682.171	Safety Testing/Compliance	3,500.00	.00	1,090.50	2,409.50	31	384.11
682.172	Ground Maint. Expenses	1,000.00	.00	.00	1,000.00	0	188.27
682.173	Tree Crew Maintenance	14,000.00	2,980.63	10,590.91	3,409.09	76	11,075.76

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
685.180	Membership Dues and Fees	15,115.00	.00	14,178.19	936.81	94	13,540.74
685.182	Other Operating Expenses	18,000.00	1,603.86	18,796.95	(796.95)	104	21,277.01
685.183	Depreciation	360,000.00	31,404.42	261,795.74	98,204.26	73	283,608.61
685.186	Training	4,100.00	.00	204.23	3,895.77	5	1,144.00
685.187	Special Projects	.00	.00	2,363.16	(2,363.16)	+++	16,746.15
685.190	Landfill Fees	1,500.00	.00	507.50	992.50	34	161.60
685.1801	Subscriptions	40.00	.00	.00	40.00	0	39.00
686.186	Legal Services	10,000.00	.00	.00	10,000.00	0	.00
686.187	Professional Services	30,700.00	656.94	17,762.36	11,187.64	64	13,560.68
686.188	Architect/Engineer Servcs	442,852.00	775.03	775.03	442,076.97	0	134,072.01
686.189	Employee Medical	300.00	105.00	515.00	(215.00)	172	315.00
686.190	Consulting Services	20,000.00	.00	.00	20,000.00	0	.00
686.191	Contract Services/Studies	3,000.00	99.04	1,424.99	1,575.01	47	2,295.33
686.195	Repair/Maint Svc Contract	21,000.00	2,622.58	23,284.18	(2,284.18)	111	26,507.33
686.1895	Employee wellness services	3,917.00	811.74	7,224.67	(3,307.67)	184	9,546.05
687.202	Utility Billing Services	35,000.00	6,571.12	36,891.16	(1,891.16)	105	34,089.07
689.800	Equipment Charges	.00	(611.61)	(2,373.54)	2,373.54	+++	(444.80)
	<i>Other Services & Charges Totals</i>	\$1,816,357.00	\$87,423.80	\$982,378.02	\$832,228.98	54%	\$954,836.89
	<i>Other Objects</i>						
720.001	Provision for Bad Debts	40,000.00	3,333.37	30,000.33	9,999.67	75	41,775.89
720.006	Public Assistance Program	10,000.00	.00	.00	10,000.00	0	10,000.00
750.124	Transfers to General Fund	1,400,000.00	116,666.63	1,049,999.67	350,000.33	75	1,400,000.00
795.001	IT Internal Allocations	103,633.00	7,134.06	58,137.64	45,495.36	56	69,209.95
795.995	GF Cost Distribution	342,763.00	30,445.87	274,012.83	68,750.17	80	342,763.00
	<i>Other Objects Totals</i>	\$1,896,396.00	\$157,579.93	\$1,412,150.47	\$484,245.53	74%	\$1,863,748.84
	<i>Capital Outlay</i>						
900.906	SCDOT US 17/521 Improvements	450,000.00	.00	355,758.00	45,000.00	90	.00
900.3100	Electric Distribution	.00	55,329.77	289,048.69	(306,626.67)	+++	712,392.50
900.4100	Vehicles	25,000.00	.00	.00	409.00	98	163,495.00
900.4300	Other Equipment	440,000.00	.00	34,003.48	400,479.58	9	143,382.25

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
9999.9999	Assets Reclassified	(915,000.00)	(32,155.74)	(4,333,657.94)	3,418,657.94	474	(1,019,269.75)
	<i>Capital Outlay Totals</i>	\$0.00	\$23,174.03	#####	\$3,557,919.85	+++	\$0.00
	Department 19 - Electric Totals	\$13,966,293.00	\$773,203.46	\$5,343,812.82	\$8,500,477.14	39%	#####
	Department 36 - Fiber Optics						
	Other Services & Charges						
685.183	Depreciation	1,220.00	101.71	915.38	304.62	75	1,220.52
	<i>Other Services & Charges Totals</i>	\$1,220.00	\$101.71	\$915.38	\$304.62	75%	\$1,220.52
	Department 36 - Fiber Optics Totals	\$1,220.00	\$101.71	\$915.38	\$304.62	75%	\$1,220.52
	EXPENSE TOTALS	\$13,967,513.00	\$773,305.17	\$5,344,728.20	\$8,500,781.76	39%	#####
	Fund 0030 - Electric Utility Fund Totals						
	REVENUE TOTALS	13,289,661.00	896,989.94	9,427,611.59	3,862,049.41	71	13,328,756.84
	EXPENSE TOTALS	13,967,513.00	773,305.17	5,344,728.20	8,500,781.76	39	12,656,634.31
	Fund 0030 - Electric Utility Fund Totals	(\$677,852.00)	\$123,684.77	\$4,082,883.39	(\$4,638,732.35)		\$672,122.53
	Fund 0031 - Water Utility Fund						
	REVENUE						
	Department 00 - Revenue						
	Operating Revenues						
301.000	Sale Of Utilities	1,900,000.00	135,156.71	1,347,248.00	552,752.00	71	1,850,118.78
301.002	New Turn Ons	4,000.00	340.00	2,400.00	1,600.00	60	4,090.00
301.006	Sale Of Raw Water	45,000.00	.00	5,651.83	39,348.17	13	42,599.45
301.009	New Service Taps	12,000.00	6,113.01	8,038.01	3,961.99	67	13,175.00
301.013	Meter Installation	1,500.00	450.00	900.00	600.00	60	1,800.00
302.001	Penalties	28,000.00	1,956.67	21,926.66	6,073.34	78	29,046.94
	<i>Operating Revenues Totals</i>	\$1,990,500.00	\$144,016.39	\$1,386,164.50	\$604,335.50	70%	\$1,940,830.17
	<i>Impact Fees</i>						
324.020	Water Impact Fee	8,000.00	3,480.00	4,950.00	3,050.00	62	4,400.00
	<i>Impact Fees Totals</i>	\$8,000.00	\$3,480.00	\$4,950.00	\$3,050.00	62%	\$4,400.00
	<i>Charges for Services</i>						
324.007	Fees- Services	50.00	.00	2,617.10	(2,567.10)	5234	42.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
	<i>Charges for Services Totals</i>	\$50.00	\$0.00	\$2,617.10	(\$2,567.10)	5234%	\$42.00
	<i>Federal Grants</i>						
335.004	Fema Recovery	.00	.00	147.03	(147.03)	+++	1,764.32
	<i>Federal Grants Totals</i>	\$0.00	\$0.00	\$147.03	(\$147.03)	+++	\$1,764.32
	<i>Investment Earnings</i>						
306.001	Investment Earnings	7,000.00	5,504.06	17,922.23	(10,922.23)	256	10,427.23
361.002	Invest Earnings-Restrict	.00	.00	.00	.00	+++	117.74
	<i>Investment Earnings Totals</i>	\$7,000.00	\$5,504.06	\$17,922.23	(\$10,922.23)	256%	\$10,544.97
	<i>Miscellaneous</i>						
369.002	Miscellaneous Revenue	12,000.00	2,853.03	6,657.51	5,342.49	55	43,220.98
	<i>Miscellaneous Totals</i>	\$12,000.00	\$2,853.03	\$6,657.51	\$5,342.49	55%	\$43,220.98
	<i>Capital Contributions</i>						
371.003	Cap Contributions-Develop	.00	.00	.00	.00	+++	453,163.00
	<i>Capital Contributions Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$453,163.00
	<i>Operating Transfers In</i>						
394.002	Transfer from fund balance	288,857.00	.00	.00	288,857.00	0	.00
	<i>Operating Transfers In Totals</i>	\$288,857.00	\$0.00	\$0.00	\$288,857.00	0%	\$0.00
	<i>Sale of Assets</i>						
391.001	Sale of Assets	1,000.00	.00	56.25	943.75	6	2,683.43
	<i>Sale of Assets Totals</i>	\$1,000.00	\$0.00	\$56.25	\$943.75	6%	\$2,683.43
	Department 00 - Revenue Totals	\$2,307,407.00	\$155,853.48	\$1,418,514.62	\$888,892.38	61%	\$2,456,648.87
	REVENUE TOTALS	\$2,307,407.00	\$155,853.48	\$1,418,514.62	\$888,892.38	61%	\$2,456,648.87
	EXPENSE						
	Department 15 - Water Distribution						
	<i>Personal Services</i>						
400.101	Regular Pay	129,000.00	10,382.68	102,318.21	26,681.79	79	123,318.16
401.103	Overtime	13,850.00	614.42	13,905.31	(55.31)	100	13,250.95
405.114	FICA	10,870.00	805.43	8,422.50	2,447.50	77	10,074.46
406.116	Retirement	15,865.00	1,197.13	12,535.26	3,329.74	79	15,015.28

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
408.125	SCMIT Worker's Comp Ins.	4,000.00	.00	4,035.07	(1,768.61)	144	3,003.38
410.001	Health Claims Cost	22,619.00	1,000.28	12,667.41	9,951.59	56	30,852.96
410.002	Health Claim Costs-Retire	.00	988.98	8,698.50	(8,698.50)	+++	11,181.09
410.003	OPEB cost	4,000.00	.00	.00	4,000.00	0	2,343.13
	<i>Personal Services Totals</i>	\$200,204.00	\$14,988.92	\$162,582.26	\$35,888.20	82%	\$209,039.41
	<i>Supplies</i>						
500.101	Supplies and Materials	5,160.00	222.87	3,618.39	1,541.61	70	5,118.57
500.102	Equipment	6,000.00	.00	1,859.62	4,140.38	31	5,131.95
501.101	Uniforms and Clothing	3,800.00	401.16	2,985.38	814.62	79	3,488.50
513.112	Asphalt/Concrete/Gravel	29,250.00	555.61	3,871.33	15,378.67	47	23,657.18
514.110	Water Dist System Supply	35,000.00	5,925.56	24,030.88	10,969.12	69	26,561.58
515.121	Safety Supplies	600.00	.00	.00	600.00	0	287.70
523.136	Hydrant Replacement	9,000.00	.00	1,744.10	7,255.90	19	1,685.25
532.148	Small Hand Tools	965.00	35.43	358.10	606.90	37	.00
	<i>Supplies Totals</i>	\$89,775.00	\$7,140.63	\$38,467.80	\$41,307.20	54%	\$65,930.73
	<i>Other Services & Charges</i>						
515.129	Permit Fees Due To Others	870.00	.00	493.79	376.21	57	593.79
600.110	SCMIRF Property/Liab Ins	20,000.00	.00	16,581.22	3,418.78	83	16,012.43
610.112	Postage	500.00	4.77	48.18	451.82	10	72.45
610.1110	Communications- Wireless	960.00	53.27	396.61	563.39	41	58.90
620.114	Advertising	500.00	117.00	117.00	383.00	23	370.50
640.124	Travel Expense	2,300.00	157.14	1,439.52	860.48	63	1,987.13
650.127	Electricity	8,450.00	505.65	5,441.81	3,008.19	64	8,689.65
650.128	Water	28,336.00	1,137.60	13,525.96	14,810.04	48	26,347.52
650.129	Wastewater	24,529.00	1,052.59	11,964.87	12,564.13	49	20,785.76
650.130	Sanitation	685.00	55.96	503.64	181.36	74	671.52
650.133	Stormwater	3,009.00	245.83	2,212.47	796.53	74	2,949.96
650.1271	Electricity- Sales Tax	389.00	16.45	251.41	137.59	65	435.39
660.133	Repairs & Maint. Services	20,000.00	113.38	9,621.94	7,475.69	63	35,393.61
660.139	Fleet Services Materials	5,000.00	.00	5,890.71	(890.71)	118	6,955.48

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
660.145	Gasoline & Oil	15,542.00	511.77	6,107.09	9,434.91	39	12,734.51
660.1391	Fleet Services Labor	7,400.00	576.63	6,056.26	1,343.74	82	7,284.74
670.156	Equipment Rental/Lease	750.00	.00	.00	750.00	0	113.10
685.180	Membership Dues and Fees	460.00	.00	.00	460.00	0	60.00
685.182	Other Operating Expenses	7,700.00	604.92	6,109.07	3,340.93	57	7,897.15
685.183	Depreciation	229,500.00	24,866.65	198,715.35	30,784.65	87	211,025.35
685.186	Training	1,940.00	.00	482.10	1,457.90	25	1,784.00
685.187	Special Projects	.00	.00	1,250.00	(1,250.00)	+++	.00
686.187	Professional Services	3,800.00	170.00	2,840.86	959.14	75	8,965.18
686.189	Employee Medical	550.00	.00	215.00	335.00	39	392.00
686.191	Contract Services/Studies	2,520.00	99.04	1,424.99	1,095.01	57	2,295.28
686.195	Repair/Maint Svc Contract	3,380.00	204.19	1,849.07	1,530.93	55	3,290.74
686.1895	Employee wellness services	1,224.00	161.28	1,406.91	(182.91)	115	1,877.76
687.202	Utility Billing Services	6,000.00	993.93	5,580.17	419.83	93	5,156.27
	<i>Other Services & Charges Totals</i>	\$396,294.00	\$31,648.05	\$300,526.00	\$94,615.63	76%	\$384,200.17
	<i>Other Objects</i>						
702.106	Interest- Bonds	89,925.00	10,657.10	80,065.51	9,859.49	89	86,412.84
702.110	Bond Principal	311,780.00	26,495.08	232,847.26	78,932.74	75	279,393.88
703.109	Agents Fee	3,000.00	.00	.00	3,000.00	0	1,500.00
720.001	Provision for Bad Debts	8,000.00	666.63	5,999.67	2,000.33	75	10,491.41
795.995	GF Cost Distribution	70,751.00	6,284.38	56,559.42	14,191.58	80	70,751.00
7999.9999	Principal Reclassified	(311,780.00)	(21,267.02)	(186,164.39)	(125,615.61)	60	(279,393.88)
	<i>Other Objects Totals</i>	\$171,676.00	\$22,836.17	\$189,307.47	(\$17,631.47)	110%	\$169,155.25
	<i>Inter-Dept. Allocations</i>						
795.999	Allocation G&A Services	86,072.00	4,432.62	44,272.91	41,799.09	51	76,183.90
	<i>Inter-Dept. Allocations Totals</i>	\$86,072.00	\$4,432.62	\$44,272.91	\$41,799.09	51%	\$76,183.90
	<i>Capital Outlay</i>						
900.906	SCDOT US 17/521 Improvements	205,000.00	.00	478,104.01	(335,000.00)	263	.00
900.907	High Service Pumps & Drives	200,000.00	.00	.00	31,136.00	84	.00
900.908	Maryville Water Line Improvements	350,000.00	.00	.00	350,000.00	0	.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
900.3500	Water Distribution	.00	.00	2,146.26	74,859.71	+++	842,025.48
9999.9999	Assets Reclassified	(755,000.00)	.00	(1,710,197.81)	955,197.81	227	(2,380,275.87)
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	#####	\$1,076,193.52	+++	#####
	Department 15 - Water Distribution Totals	\$944,021.00	\$81,046.39	(\$494,791.10)	\$1,272,172.17	-35%	(\$633,740.93)
	Department 16 - Filtration						
	Personal Services						
400.101	Regular Pay	140,000.00	16,181.95	141,733.75	(1,733.75)	101	124,339.01
401.103	Overtime	15,000.00	(116.77)	4,076.03	10,923.97	27	15,031.92
405.114	FICA	11,000.00	1,167.63	10,511.36	488.64	96	10,358.65
406.116	Retirement	16,500.00	1,748.18	15,629.84	870.16	95	15,348.10
408.125	SCMIT Worker's Comp Ins.	10,300.00	.00	3,633.98	5,104.79	50	7,695.09
410.001	Health Claims Cost	20,404.00	2,504.67	20,101.59	302.41	99	26,836.11
410.002	Health Claim Costs-Retire	10.00	854.64	7,591.29	(7,581.29)	75913	901.76
410.003	OPEB cost	5,000.00	.00	.00	5,000.00	0	1,952.61
	<i>Personal Services Totals</i>	\$218,214.00	\$22,340.30	\$203,277.84	\$13,374.93	94%	\$202,463.25
	Supplies						
500.101	Supplies and Materials	2,500.00	458.24	2,887.04	(387.04)	115	2,552.56
500.102	Equipment	1,350.00	.00	551.18	798.82	41	1,298.38
501.101	Uniforms and Clothing	3,300.00	.00	1,389.24	1,910.76	42	1,247.12
512.108	Chemicals	218,430.00	50,759.29	239,211.80	(32,532.27)	115	183,478.18
512.109	Laboratory Supplies	16,260.00	1,924.17	12,485.21	3,774.79	77	16,728.09
515.121	Safety Supplies	900.00	.00	.00	900.00	0	.00
532.148	Small Hand Tools	540.00	.00	791.90	(251.90)	147	719.32
540.151	IP Raw Water Contract-Cty	30,080.00	2,684.05	11,279.17	18,800.83	37	35,794.14
540.152	Raw Water Pump Maint.	24,000.00	4,023.76	33,279.31	(9,279.31)	139	29,105.80
540.157	Treated Water Purchase	1,000.00	13.00	58.50	941.50	6	77.43
	<i>Supplies Totals</i>	\$298,360.00	\$59,862.51	\$301,933.35	(\$15,323.82)	105%	\$271,001.02
	Other Services & Charges						
515.129	Permit Fees Due To Others	22,000.00	.00	20,183.00	1,817.00	92	20,183.00
600.110	SCMIRF Property/Liab Ins	18,000.00	.00	12,921.15	5,078.85	72	12,477.91

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
610.111	Communications- Landline	1,100.00	96.52	867.61	232.39	79	1,138.28
610.112	Postage	2,000.00	.00	54.59	1,945.41	3	95.99
610.1110	Communications- Wireless	500.00	33.34	299.39	200.61	60	394.14
620.114	Advertising	1,000.00	.00	.00	1,000.00	0	1,072.25
640.124	Travel Expense	400.00	.00	69.35	330.65	17	64.02
650.127	Electricity	114,382.00	6,483.90	65,517.33	48,864.67	57	102,690.70
650.130	Sanitation	920.00	75.20	676.80	243.20	74	902.40
650.134	Security Lights	1,616.00	132.00	1,188.00	428.00	74	1,584.00
650.1271	Electricity- Sales Tax	130.00	7.15	82.82	47.18	64	117.55
660.133	Repairs & Maint. Services	45,000.00	14,175.60	35,146.86	9,853.14	78	36,131.62
660.139	Fleet Services Materials	1,600.00	.00	3,040.16	(1,440.16)	190	2,770.40
660.145	Gasoline & Oil	1,134.00	81.59	866.12	267.88	76	821.18
660.1391	Fleet Services Labor	1,672.00	199.06	1,679.38	(7.38)	100	1,467.82
664.101	Community Education	500.00	.00	.00	500.00	0	.00
670.156	Equipment Rental/Lease	1,000.00	201.35	576.22	423.78	58	873.36
685.180	Membership Dues and Fees	380.00	.00	105.00	275.00	28	120.00
685.182	Other Operating Expenses	10,500.00	.00	.00	10,500.00	0	458.36
685.183	Depreciation	295,000.00	27,185.68	240,191.71	54,808.29	81	296,840.78
685.186	Training	2,220.00	216.00	473.00	1,747.00	21	4,809.52
686.187	Professional Services	34,500.00	120.00	4,717.34	27,545.66	20	30,047.18
686.189	Employee Medical	1,050.00	.00	105.00	945.00	10	1,107.00
686.195	Repair/Maint Svc Contract	9,120.00	450.96	2,817.55	6,302.45	31	7,956.84
686.1895	Employee wellness services	980.00	145.25	1,386.70	(406.70)	142	1,761.80
	<i>Other Services & Charges Totals</i>	\$566,704.00	\$49,603.60	\$392,965.08	\$171,501.92	70%	\$525,886.10
	<i>Other Objects</i>						
795.995	GF Cost Distribution	67,179.00	5,434.17	48,907.53	18,271.47	73	61,179.00
	<i>Other Objects Totals</i>	\$67,179.00	\$5,434.17	\$48,907.53	\$18,271.47	73%	\$61,179.00
	<i>Inter-Dept. Allocations</i>						
795.999	Allocation G&A Services	86,072.00	4,432.62	44,272.91	41,799.09	51	76,183.90
	<i>Inter-Dept. Allocations Totals</i>	\$86,072.00	\$4,432.62	\$44,272.91	\$41,799.09	51%	\$76,183.90

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
<i>Capital Outlay</i>							
900.3300	Water Filtration Plant	.00	.00	24,734.00	(7,824.00)	+++	178,831.33
900.4300	Other Equipment	.00	.00	.00	.00	+++	12,716.00
9999.9999	Assets Reclassified	.00	.00	(116,228.33)	116,228.33	+++	1,325,005.81
<i>Capital Outlay Totals</i>		\$0.00	\$0.00	(\$91,494.33)	\$108,404.33	+++	\$1,516,553.14
Department 16 - Filtration Totals		\$1,236,529.00	\$141,673.20	\$899,862.38	\$338,027.92	73%	\$2,653,266.41
Department 41 - General & Administrative							
<i>Personal Services</i>							
400.101	Regular Pay	96,300.00	8,747.72	75,304.04	20,995.96	78	174,434.53
401.103	Overtime	1,000.00	228.26	1,317.28	(317.28)	132	1,248.53
405.114	FICA	7,700.00	662.24	5,642.09	2,057.91	73	13,200.33
406.116	Retirement	10,500.00	973.37	8,322.38	2,177.62	79	19,275.34
408.125	SCMIT Worker's Comp Ins.	750.00	.00	1,106.00	(831.15)	211	931.09
410.001	Health Claims Cost	19,676.00	943.78	8,314.71	11,361.29	42	24,446.20
410.003	OPEB cost	4,500.00	.00	.00	4,500.00	0	1,562.09
<i>Personal Services Totals</i>		\$140,426.00	\$11,555.37	\$100,006.50	\$39,944.35	72%	\$235,098.11
<i>Supplies</i>							
500.101	Supplies and Materials	4,780.00	520.57	2,956.38	1,823.62	62	3,399.80
500.102	Equipment	200.00	.00	239.84	(39.84)	120	591.46
500.103	Furniture	1,350.00	.00	.00	1,350.00	0	1,250.22
501.101	Uniforms and Clothing	2,000.00	.00	411.06	1,588.94	21	1,076.10
<i>Supplies Totals</i>		\$8,330.00	\$520.57	\$3,607.28	\$4,722.72	43%	\$6,317.58
<i>Other Services & Charges</i>							
600.110	SCMIRF Property/Liab Ins	39,000.00	.00	26,618.68	12,381.32	68	25,705.59
610.111	Communications- Landline	5,520.00	421.21	3,134.00	2,386.00	57	5,529.62
610.112	Postage	500.00	.00	162.57	337.43	33	49.38
610.1110	Communications- Wireless	3,200.00	235.43	2,191.75	1,008.25	68	2,637.00
620.114	Advertising	500.00	.00	253.50	246.50	51	234.00
640.124	Travel Expense	1,010.00	.00	.00	1,010.00	0	750.95
650.127	Electricity	2,852.00	141.43	1,715.59	1,136.41	60	2,678.17

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
650.128	Water	1,065.00	52.43	666.87	398.13	63	1,021.66
650.129	Wastewater	820.00	22.16	452.16	367.84	55	774.60
650.130	Sanitation	481.00	39.33	353.97	127.03	74	471.96
650.133	Stormwater	1,106.00	90.34	813.06	292.94	74	1,084.08
650.134	Security Lights	649.00	53.00	477.00	172.00	73	636.00
650.1271	Electricity- Sales Tax	115.00	5.76	76.10	38.90	66	113.00
660.133	Repairs & Maint. Services	15,000.00	.00	340.88	14,659.12	2	687.47
660.139	Fleet Services Materials	1,000.00	195.74	2,022.03	(1,022.03)	202	(2,192.64)
660.145	Gasoline & Oil	2,251.00	100.95	681.04	1,569.96	30	1,743.81
660.1391	Fleet Services Labor	2,500.00	187.39	1,649.53	850.47	66	4,353.54
662.140	Building Repairs	3,000.00	.00	.00	3,000.00	0	.00
670.156	Equipment Rental/Lease	3,160.00	222.40	1,838.13	1,321.87	58	2,899.16
685.180	Membership Dues and Fees	1,555.00	.00	854.00	701.00	55	793.00
685.182	Other Operating Expenses	500.00	.00	1,024.94	(524.94)	205	113.50
685.183	Depreciation	200.00	15.83	142.39	57.61	71	189.82
685.186	Training	1,320.00	.00	151.00	1,169.00	11	1,165.42
685.1801	Subscriptions	225.00	.00	.00	225.00	0	719.24
686.187	Professional Services	.00	.00	23.28	(23.28)	+++	.00
686.189	Employee Medical	650.00	.00	45.00	605.00	7	120.00
686.195	Repair/Maint Svc Contract	6,620.00	545.85	4,580.30	2,039.70	69	5,025.23
686.1895	Employee wellness services	490.00	44.21	433.16	56.84	88	662.13
	<i>Other Services & Charges Totals</i>	\$95,289.00	\$2,373.46	\$50,700.93	\$44,588.07	53%	\$57,965.69
	<i>Other Objects</i>						
795.001	IT Internal Allocations	39,527.00	8,275.51	67,439.64	(27,912.64)	171	88,227.16
795.002	IT Billable Services	80,687.00	.00	.00	80,687.00	0	.00
	<i>Other Objects Totals</i>	\$120,214.00	\$8,275.51	\$67,439.64	\$52,774.36	56%	\$88,227.16
	<i>Inter-Dept. Allocations</i>						
795.999	Allocation G&A Services	(430,359.00)	(22,163.11)	(221,364.54)	(208,994.46)	51	(380,919.51)
	<i>Inter-Dept. Allocations Totals</i>	(\$430,359.00)	(\$22,163.11)	(\$221,364.54)	(\$208,994.46)	51%	(\$380,919.51)
	Department 41 - General & Administrative	(\$66,100.00)	\$561.80	\$389.81	(\$66,964.96)	-1%	\$6,689.03

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
Department 42 - Engineering Services							
Personal Services							
400.101	Regular Pay	129,500.00	7,210.71	26,807.75	102,692.25	21	.00
405.114	FICA	9,710.00	521.35	1,935.17	7,774.83	20	.00
406.116	Retirement	13,500.00	779.00	2,895.79	10,604.21	21	.00
407.122	Life Insurance	175.00	.00	.00	175.00	0	.00
408.125	SCMIT Worker's Comp Ins.	500.00	.00	.00	500.00	0	.00
410.001	Health Claims Cost	16,260.00	908.54	2,725.62	13,534.38	17	.00
Personal Services Totals		\$169,645.00	\$9,419.60	\$34,364.33	\$135,280.67	20%	\$0.00
Supplies							
500.101	Supplies and Materials	325.00	46.00	314.12	10.88	97	.00
500.102	Equipment	250.00	.00	.00	250.00	0	.00
500.103	Furniture	150.00	.00	.00	150.00	0	.00
500.105	Printing and Binding	500.00	347.75	392.69	107.31	79	.00
501.101	Uniforms and Clothing	500.00	.00	.00	500.00	0	.00
515.121	Safety Supplies	470.00	.00	.00	470.00	0	.00
515.124	Department Supplies	150.00	.00	.00	150.00	0	.00
Supplies Totals		\$2,345.00	\$393.75	\$706.81	\$1,638.19	30%	\$0.00
Other Services & Charges							
610.112	Postage	150.00	.00	.00	150.00	0	.00
610.1110	Communications- Wireless	1,050.00	.00	.00	1,050.00	0	.00
620.114	Advertising	150.00	.00	.00	150.00	0	.00
640.124	Travel Expense	1,577.00	.00	.00	1,577.00	0	.00
685.180	Membership Dues and Fees	200.00	220.00	220.00	(20.00)	110	.00
685.184	Continuing Education	550.00	.00	.00	550.00	0	.00
685.186	Training	1,500.00	.00	.00	1,500.00	0	.00
686.187	Professional Services	15,200.00	3,531.00	3,531.00	7,120.43	53	.00
686.189	Employee Medical	100.00	.00	.00	100.00	0	.00
686.1895	Employee wellness services	490.00	.00	.00	490.00	0	.00
Other Services & Charges Totals		\$20,967.00	\$3,751.00	\$3,751.00	\$12,667.43	40%	\$0.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
	Department 42 - Engineering Services Totals	\$192,957.00	\$13,564.35	\$38,822.14	\$149,586.29	22%	\$0.00
	EXPENSE TOTALS	\$2,307,407.00	\$236,845.74	\$444,283.23	\$1,692,821.42	27%	\$2,026,214.51
	Fund 0031 - Water Utility Fund Totals						
	REVENUE TOTALS	2,307,407.00	155,853.48	1,418,514.62	888,892.38	61	2,456,648.87
	EXPENSE TOTALS	2,307,407.00	236,845.74	444,283.23	1,692,821.42	27	2,026,214.51
	Fund 0031 - Water Utility Fund Totals	\$0.00	(\$80,992.26)	\$974,231.39	(\$803,929.04)		\$430,434.36
	Fund 0032 - Wastewater Fund						
	REVENUE						
	Department 00 - Revenue						
	Operating Revenues						
301.000	Sale Of Utilities	2,220,000.00	157,944.61	1,545,599.64	674,400.36	70	2,134,556.69
301.002	New Turn Ons	3,850.00	325.00	2,270.00	1,580.00	59	3,831.00
301.009	New Service Taps	3,500.00	12,242.16	13,142.16	(9,642.16)	375	4,500.00
301.014	Fixed Charges - Andrews	120,000.00	10,119.80	91,078.20	28,921.80	76	121,437.60
301.015	Fixed Charges - GCWSD	225,000.00	19,241.87	173,176.83	51,823.17	77	230,902.44
301.016	Fixed Charges - COG	325,000.00	27,651.27	248,861.43	76,138.57	77	331,815.24
301.017	Volume Charges - Andrews	280,000.00	35,383.50	258,213.85	21,786.15	92	266,824.60
301.018	Volume Charges - GCWSD	375,000.00	38,762.70	262,029.50	112,970.50	70	310,479.44
301.019	Volume Charges - COG	850,000.00	130,967.19	1,012,527.15	(162,527.15)	119	851,446.94
301.026	Fixed- Elim Georgetown	(325,000.00)	(27,651.27)	(248,861.43)	(76,138.57)	77	(331,815.24)
301.029	Volume-Elim-Georgetown	(850,000.00)	(130,967.19)	(1,012,527.15)	162,527.15	119	(851,446.94)
302.001	Penalties	35,000.00	2,378.05	26,097.90	8,902.10	75	35,420.71
303.006	Septic Tank Dumping	14,000.00	1,250.00	11,375.00	2,625.00	81	14,200.00
	<i>Operating Revenues Totals</i>	\$3,276,350.00	\$277,647.69	\$2,382,983.08	\$893,366.92	73%	\$3,122,152.48
	<i>Impact Fees</i>						
324.017	Wastewater Impact Fee	2,000.00	16,900.00	17,750.00	(15,750.00)	888	3,470.00
	<i>Impact Fees Totals</i>	\$2,000.00	\$16,900.00	\$17,750.00	(\$15,750.00)	888%	\$3,470.00
	<i>Investment Earnings</i>						
306.001	Investment Earnings	2,200.00	1,024.11	3,811.22	(1,611.22)	173	3,549.42

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
	<i>Investment Earnings Totals</i>	\$2,200.00	\$1,024.11	\$3,811.22	(\$1,611.22)	173%	\$3,549.42
	<i>Miscellaneous</i>						
369.002	Miscellaneous Revenue	.00	100.00	5,870.51	(5,870.51)	+++	914.41
	<i>Miscellaneous Totals</i>	\$0.00	\$100.00	\$5,870.51	(\$5,870.51)	+++	\$914.41
	<i>Capital Contributions</i>						
371.003	Cap Contributions-Develop	.00	.00	.00	.00	+++	802,782.00
	<i>Capital Contributions Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$802,782.00
	<i>Operating Transfers In</i>						
394.002	Transfer from fund balance	82,557.00	.00	.00	82,557.00	0	.00
	<i>Operating Transfers In Totals</i>	\$82,557.00	\$0.00	\$0.00	\$82,557.00	0%	\$0.00
	<i>Sale of Assets</i>						
391.001	Sale of Assets	.00	.00	.00	.00	+++	4,366.00
	<i>Sale of Assets Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,366.00
	Department 00 - Revenue Totals	\$3,363,107.00	\$295,671.80	\$2,410,414.81	\$952,692.19	72%	\$3,937,234.31
	REVENUE TOTALS	\$3,363,107.00	\$295,671.80	\$2,410,414.81	\$952,692.19	72%	\$3,937,234.31
	EXPENSE						
	Department 18 - Wastewater Collections						
	<i>Personal Services</i>						
400.101	Regular Pay	260,000.00	18,524.65	186,546.53	73,453.47	72	251,222.52
401.103	Overtime	12,000.00	344.50	17,181.82	(5,181.82)	143	12,551.98
405.114	FICA	19,790.00	1,298.93	14,025.90	5,764.10	71	19,080.34
406.116	Retirement	29,625.00	1,998.47	21,455.16	8,169.84	72	28,878.78
408.125	SCMIT Worker's Comp Ins.	6,700.00	.00	4,997.15	(1,189.86)	118	5,011.67
410.001	Health Claims Cost	68,198.00	4,560.78	46,002.01	22,195.99	67	87,148.31
410.002	Health Claim Costs-Retire	15.00	.00	56.60	(41.60)	377	.00
410.003	OPEB cost	.00	.00	.00	.00	+++	2,733.65
	<i>Personal Services Totals</i>	\$396,328.00	\$26,727.33	\$290,265.17	\$103,170.12	74%	\$406,627.25
	<i>Supplies</i>						
500.101	Supplies and Materials	8,735.00	1,175.40	5,704.09	3,030.91	65	7,957.56
500.102	Equipment	13,050.00	.00	6,102.20	6,947.80	47	10,847.11

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
500.103	Furniture	.00	.00	.00	.00	+++	147.34
501.101	Uniforms and Clothing	10,450.00	517.72	5,739.94	4,710.06	55	7,972.70
512.108	Chemicals	4,750.00	.00	3,539.73	1,210.27	75	2,979.31
513.112	Asphalt/Concrete/Gravel	20,600.00	7,095.36	20,458.84	(6,118.84)	130	24,076.32
514.111	WW Collection Syst Supply	6,400.00	874.88	6,281.04	118.96	98	7,618.20
515.121	Safety Supplies	900.00	279.50	579.50	320.50	64	546.70
532.148	Small Hand Tools	750.00	.00	.00	750.00	0	.00
532.1481	Small Hand Tools - Maintenance	1,100.00	106.27	1,128.71	(28.71)	103	1,091.81
	<i>Supplies Totals</i>	\$66,735.00	\$10,049.13	\$49,534.05	\$10,940.95	84%	\$63,237.05
	<i>Other Services & Charges</i>						
600.110	SCMIRF Property/Liab Ins	41,000.00	.00	30,313.54	10,686.46	74	27,419.29
610.112	Postage	500.00	4.32	121.73	378.27	24	144.11
610.1110	Communications- Wireless	2,240.00	176.41	1,487.78	752.22	66	1,791.05
620.114	Advertising	500.00	.00	.00	500.00	0	214.50
640.124	Travel Expense	3,480.00	369.23	2,807.10	672.90	81	3,294.23
650.127	Electricity	97,280.00	4,760.26	54,842.18	42,437.82	56	84,722.32
650.133	Stormwater	711.00	58.05	522.45	188.55	73	696.60
650.134	Security Lights	1,481.00	121.00	1,089.00	392.00	74	1,452.00
650.1271	Electricity- Sales Tax	3,489.00	166.43	2,293.62	1,195.38	66	3,183.41
660.133	Repairs & Maint. Services	51,000.00	13,244.41	106,827.89	(55,827.89)	209	66,646.56
660.139	Fleet Services Materials	18,000.00	2,266.33	9,402.91	8,597.09	52	26,129.20
660.145	Gasoline & Oil	27,873.00	1,367.88	12,341.24	15,531.76	44	22,828.24
660.1391	Fleet Services Labor	23,290.00	2,102.65	17,861.69	5,428.31	77	19,136.76
662.141	Department Repairs	.00	.00	.00	.00	+++	374.10
670.156	Equipment Rental/Lease	6,000.00	.00	9,647.27	(3,647.27)	161	.00
685.180	Membership Dues and Fees	900.00	.00	70.00	830.00	8	80.00
685.182	Other Operating Expenses	7,700.00	504.10	5,051.73	2,648.27	66	6,542.53
685.183	Depreciation	240,500.00	21,232.99	190,483.15	50,016.85	79	238,751.53
685.186	Training	2,300.00	.00	161.79	2,138.21	7	373.50
685.187	Special Projects	.00	.00	15,078.49	(15,078.49)	+++	.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
686.187	Professional Services	6,500.00	.00	.00	6,500.00	0	1,750.00
686.189	Employee Medical	850.00	45.00	275.00	575.00	32	817.00
686.191	Contract Services/Studies	2,520.00	99.07	1,425.41	1,094.59	57	2,295.96
686.195	Repair/Maint Svc Contract	7,160.00	204.21	1,849.23	5,310.77	26	3,290.97
686.1895	Employee wellness services	1,469.00	269.12	2,534.39	(1,065.39)	173	3,306.38
687.202	Utility Billing Services	5,000.00	899.91	5,052.27	(52.27)	101	4,668.51
	<i>Other Services & Charges Totals</i>	\$551,743.00	\$47,891.37	\$471,539.86	\$80,203.14	85%	\$519,908.75
	<i>Other Objects</i>						
702.106	Interest- Bonds	9,649.00	634.50	5,163.90	4,485.10	54	7,426.39
702.110	Bond Principal	22,792.00	1,560.42	13,933.42	8,858.58	61	16,878.37
720.001	Provision for Bad Debts	7,500.00	625.00	5,625.00	1,875.00	75	13,274.87
795.995	GF Cost Distribution	65,124.00	5,784.58	52,061.22	13,062.78	80	65,124.00
7999.9999	Principal Reclassified	.00	.00	.00	.00	+++	(16,878.36)
	<i>Other Objects Totals</i>	\$105,065.00	\$8,604.50	\$76,783.54	\$28,281.46	73%	\$85,825.27
	<i>Inter-Dept. Allocations</i>						
795.999	Allocation G&A Services	107,590.00	5,540.78	55,341.13	52,248.87	51	95,229.88
	<i>Inter-Dept. Allocations Totals</i>	\$107,590.00	\$5,540.78	\$55,341.13	\$52,248.87	51%	\$95,229.88
	<i>Capital Outlay</i>						
900.906	SCDOT US 17/521 Improvements	230,000.00	375.00	572,863.93	(433,776.05)	289	.00
900.911	Sewer Improvement Projects	212,000.00	10,000.00	106,036.10	105,820.46	50	.00
900.3700	Wastewater Collection Sys	25,000.00	.00	107,725.88	140,255.98	-461	880,435.29
9999.9999	Assets Reclassified	(442,000.00)	.00	(5,669.20)	(436,330.80)	1	(853,068.84)
	<i>Capital Outlay Totals</i>	\$25,000.00	\$10,375.00	\$780,956.71	(\$624,030.41)	2596%	\$27,366.45
	Department 18 - Wastewater Collections	\$1,252,461.00	\$109,188.11	\$1,724,420.46	(\$349,185.87)	128%	\$1,198,194.65
	Department 34 - Regional Wastewater Plant						
	<i>Personal Services</i>						
400.101	Regular Pay	205,000.00	23,736.57	170,111.08	34,888.92	83	196,449.89
401.103	Overtime	12,800.00	257.96	6,326.84	6,473.16	49	10,364.30
405.114	FICA	15,325.00	1,703.70	12,375.00	2,950.00	81	15,027.91

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
406.116	Retirement	22,670.00	2,610.60	18,928.22	3,741.78	83	22,545.22
408.125	SCMIT Worker's Comp Ins.	1,500.00	.00	1,458.45	(585.03)	139	1,353.61
410.001	Health Claims Cost	42,690.00	4,620.37	32,824.89	9,865.11	77	53,739.28
	<i>Personal Services Totals</i>	\$299,985.00	\$32,929.20	\$242,024.48	\$57,333.94	81%	\$299,480.21
	<i>Supplies</i>						
500.101	Supplies and Materials	8,700.00	496.78	4,540.09	4,159.91	52	5,676.98
500.102	Equipment	7,000.00	648.32	648.32	6,351.68	9	5,909.60
501.101	Uniforms and Clothing	4,250.00	126.69	3,138.46	1,111.54	74	2,778.84
512.108	Chemicals	101,750.00	9,168.77	70,844.46	(1,542.45)	102	99,235.95
512.109	Laboratory Supplies	18,000.00	1,035.92	12,555.15	5,444.85	70	16,302.34
515.121	Safety Supplies	1,200.00	.00	1,001.16	198.84	83	869.97
532.148	Small Hand Tools	680.00	230.78	665.14	14.86	98	639.07
	<i>Supplies Totals</i>	\$141,580.00	\$11,707.26	\$93,392.78	\$15,739.23	89%	\$131,412.75
	<i>Other Services & Charges</i>						
515.129	Permit Fees Due To Others	9,100.00	.00	8,077.37	1,022.63	89	13,267.37
600.110	SCMIRF Property/Liab Ins	17,250.00	.00	11,922.96	5,327.04	69	11,513.96
610.111	Communications- Landline	2,100.00	367.92	1,833.41	266.59	87	2,201.97
610.112	Postage	1,000.00	25.27	102.82	897.18	10	238.20
610.1110	Communications- Wireless	720.00	68.71	616.57	103.43	86	809.90
620.114	Advertising	500.00	156.00	156.00	344.00	31	182.00
640.124	Travel Expense	1,730.00	.00	163.88	1,566.12	9	716.70
650.127	Electricity	421,903.00	27,551.23	240,681.26	181,221.74	57	392,687.51
650.128	Water	1,202.00	74.17	1,080.03	121.97	90	1,664.17
650.130	Sanitation	3,208.00	262.13	2,359.17	848.83	74	3,145.56
650.133	Stormwater	933.00	76.21	685.89	247.11	74	914.52
650.134	Security Lights	4,247.00	347.00	3,123.00	1,124.00	74	4,164.00
650.1271	Electricity- Sales Tax	16,249.00	1,012.75	11,046.07	5,202.93	68	15,251.85
660.133	Repairs & Maint. Services	90,000.00	19,924.21	75,575.33	8,803.96	90	101,332.83
660.139	Fleet Services Materials	1,000.00	345.75	3,807.66	(2,807.66)	381	3,178.82
660.145	Gasoline & Oil	5,362.00	164.82	2,819.19	2,542.81	53	4,748.97

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
660.1391	Fleet Services Labor	1,200.00	235.46	2,223.50	(1,023.50)	185	1,593.33
670.156	Equipment Rental/Lease	4,000.00	458.04	2,476.03	1,523.97	62	3,384.28
685.180	Membership Dues and Fees	445.00	.00	140.00	305.00	31	350.00
685.182	Other Operating Expenses	5,000.00	1,548.00	1,548.00	3,452.00	31	217.47
685.186	Training	3,000.00	108.00	846.00	2,154.00	28	1,491.50
685.190	Landfill Fees	121,500.00	2,799.36	22,895.73	98,604.27	19	31,782.26
686.186	Legal Services	1,000.00	.00	.00	1,000.00	0	.00
686.187	Professional Services	137,160.00	849.27	51,306.61	85,853.39	37	114,774.19
686.189	Employee Medical	1,100.00	.00	170.00	930.00	15	530.00
686.194	Other Prof/Tech Services	.00	.00	.00	.00	+++	2,660.00
686.195	Repair/Maint Svc Contract	4,740.00	482.94	3,291.15	1,448.85	69	8,844.20
686.1895	Employee wellness services	734.00	58.29	719.05	14.95	98	801.22
	<i>Other Services & Charges Totals</i>	\$856,383.00	\$56,915.53	\$449,666.68	\$401,095.61	53%	\$722,446.78
	<i>Other Objects</i>						
702.106	Interest- Bonds	144,383.00	19,983.41	138,091.66	6,291.34	96	150,923.64
702.110	Bond Principal	572,214.00	47,732.98	417,838.60	154,375.40	73	533,231.64
703.109	Agents Fee	3,200.00	.00	4,500.00	(1,300.00)	141	3,150.00
795.995	GF Cost Distribution	43,525.00	3,866.12	34,795.08	8,729.92	80	43,525.00
7999.9999	Principal Reclassified	(572,214.00)	(47,732.98)	(417,838.60)	(154,375.40)	73	(533,231.64)
	<i>Other Objects Totals</i>	\$191,108.00	\$23,849.53	\$177,386.74	\$13,721.26	93%	\$197,598.64
	<i>Inter-Dept. Allocations</i>						
795.999	Allocation G&A Services	107,590.00	5,540.78	55,341.13	52,248.87	51	95,229.88
	<i>Inter-Dept. Allocations Totals</i>	\$107,590.00	\$5,540.78	\$55,341.13	\$52,248.87	51%	\$95,229.88
	<i>Capital Outlay</i>						
900.909	Headworks Modifications - Phase I	567,500.00	257,554.12	447,143.60	(174,835.74)	131	.00
900.910	SBR Reactor #3 Modifications	605,000.00	92,023.07	236,239.00	204,011.50	66	.00
900.7000	Regional Wstewtr Treatmnt	.00	.00	.00	482,474.06	+++	102,879.96
9999.9999	Assets Reclassified	(1,172,500.00)	.00	5,669.20	(1,178,169.20)	0	(108,549.16)
	<i>Capital Outlay Totals</i>	\$0.00	\$349,577.19	\$689,051.80	(\$666,519.38)	+++	(\$5,669.20)
	Sub Department 17 - Wastewater Treatment						

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
	<i>Personal Services</i>						
410.003	OPEB cost	.00	.00	.00	.00	+++	1,952.61
	<i>Personal Services Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,952.61
	<i>Other Services & Charges</i>						
685.183	Depreciation	539,000.00	44,318.74	400,744.17	138,255.83	74	539,136.66
	<i>Other Services & Charges Totals</i>	\$539,000.00	\$44,318.74	\$400,744.17	\$138,255.83	74%	\$539,136.66
	Sub Department 17 - Wastewater Treatment	\$539,000.00	\$44,318.74	\$400,744.17	\$138,255.83	74%	\$541,089.27
	Department 34 - Regional Wastewater Plant	\$2,135,646.00	\$524,838.23	\$2,107,607.78	\$11,875.36	99%	\$1,981,588.33
	EXPENSE TOTALS	\$3,388,107.00	\$634,026.34	\$3,832,028.24	(\$337,310.51)	110%	\$3,179,782.98
	Fund 0032 - Wastewater Fund Totals						
	REVENUE TOTALS	3,363,107.00	295,671.80	2,410,414.81	952,692.19	72	3,937,234.31
	EXPENSE TOTALS	3,388,107.00	634,026.34	3,832,028.24	(337,310.51)	110	3,179,782.98
	Fund 0032 - Wastewater Fund Totals	(\$25,000.00)	(\$338,354.54)	#####	\$1,290,002.70		\$757,451.33
	Fund 0033 - Stormwater Utility Fund						
	REVENUE						
	Department 00 - Revenue						
	Operating Revenues						
301.000	Sale Of Utilities	500,000.00	41,829.26	369,597.87	130,402.13	74	493,430.49
302.001	Penalties	6,000.00	505.24	5,057.16	942.84	84	6,603.13
	<i>Operating Revenues Totals</i>	\$506,000.00	\$42,334.50	\$374,655.03	\$131,344.97	74%	\$500,033.62
	<i>Investment Earnings</i>						
361.001	Investment Earnings	1,200.00	2,689.53	5,926.24	(4,726.24)	494	2,710.91
	<i>Investment Earnings Totals</i>	\$1,200.00	\$2,689.53	\$5,926.24	(\$4,726.24)	494%	\$2,710.91
	<i>Miscellaneous</i>						
369.002	Miscellaneous Revenue	.00	.00	.07	(.07)	+++	11.83
	<i>Miscellaneous Totals</i>	\$0.00	\$0.00	\$0.07	(\$0.07)	+++	\$11.83
	<i>Capital Contributions</i>						
371.002	Capital Contrib-Grants	.00	10,000.00	10,000.00	(10,000.00)	+++	.00
	<i>Capital Contributions Totals</i>	\$0.00	\$10,000.00	\$10,000.00	(\$10,000.00)	+++	\$0.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
	<i>Operating Transfers In</i>						
394.002	Transfer from fund balance	170,140.00	.00	.00	170,140.00	0	.00
	<i>Operating Transfers In Totals</i>	\$170,140.00	\$0.00	\$0.00	\$170,140.00	0%	\$0.00
	Department 00 - Revenue Totals	\$677,340.00	\$55,024.03	\$390,581.34	\$286,758.66	58%	\$502,756.36
	REVENUE TOTALS	\$677,340.00	\$55,024.03	\$390,581.34	\$286,758.66	58%	\$502,756.36
	EXPENSE						
	Department 40 - Storm Water Utility Exp.						
	<i>Personal Services</i>						
400.101	Regular Pay	195,000.00	15,326.82	145,964.83	49,035.17	75	190,699.51
401.103	Overtime	6,250.00	1,244.26	11,147.81	(4,897.81)	178	4,870.08
405.114	FICA	13,675.00	1,134.98	10,790.21	2,884.79	79	13,922.56
406.116	Retirement	20,845.00	1,748.09	16,648.74	4,196.26	80	21,411.74
408.125	SCMIT Worker's Comp Ins.	7,660.00	.00	4,949.87	731.18	90	4,336.13
410.001	Health Claims Cost	51,476.00	3,669.40	33,906.92	17,569.08	66	61,517.98
410.002	Health Claim Costs-Retire	19,027.00	1,428.56	8,633.24	10,393.76	45	.00
410.003	OPEB cost	4,000.00	.00	.00	4,000.00	0	2,733.65
	<i>Personal Services Totals</i>	\$317,933.00	\$24,552.11	\$232,041.62	\$83,912.43	74%	\$299,491.65
	<i>Supplies</i>						
500.101	Supplies and Materials	3,200.00	353.65	1,449.26	1,750.74	45	2,352.49
500.102	Equipment	5,900.00	.00	513.51	5,386.49	9	1,514.38
501.101	Uniforms and Clothing	4,750.00	236.82	3,760.76	989.24	79	4,443.36
513.112	Asphalt/Concrete/Gravel	5,950.00	.00	1,455.28	4,494.72	24	3,671.16
514.112	SW Collection Syst Supply	6,500.00	1,013.72	3,853.82	2,646.18	59	1,328.27
515.121	Safety Supplies	600.00	.00	.00	600.00	0	242.00
532.148	Small Hand Tools	330.00	.00	.00	330.00	0	.00
	<i>Supplies Totals</i>	\$27,230.00	\$1,604.19	\$11,032.63	\$16,197.37	41%	\$13,551.66
	<i>Other Services & Charges</i>						
600.110	SCMIRF Property/Liab Ins	6,000.00	.00	4,602.81	1,397.19	77	4,444.92
610.111	Communications- Landline	1,250.00	190.26	948.05	301.95	76	1,093.63
610.112	Postage	100.00	1.49	24.78	75.22	25	22.62

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
610.1110	Communications- Wireless	250.00	53.27	334.03	(84.03)	134	209.64
620.114	Advertising	250.00	.00	.00	250.00	0	.00
640.124	Travel Expense	410.00	.00	188.60	221.40	46	117.31
650.127	Electricity	1,963.00	163.54	1,386.48	576.52	71	1,705.55
650.128	Water	357.00	29.18	277.62	79.38	78	350.16
650.129	Wastewater	192.00	15.68	141.12	50.88	74	188.16
650.134	Security Lights	979.00	80.00	720.00	259.00	74	960.00
650.1271	Electricity- Sales Tax	19.00	.88	22.28	(3.28)	117	16.17
660.133	Repairs & Maint. Services	19,250.00	730.90	9,826.93	3,874.83	80	8,458.41
660.139	Fleet Services Materials	15,000.00	470.36	6,614.57	8,385.43	44	18,710.40
660.145	Gasoline & Oil	10,155.00	452.76	5,502.71	4,652.29	54	9,113.86
660.1391	Fleet Services Labor	25,000.00	2,104.36	18,813.60	6,186.40	75	18,348.58
662.141	Department Repairs	.00	.00	.00	.00	+++	1,074.51
670.156	Equipment Rental/Lease	500.00	.00	.00	500.00	0	.00
681.100	Capital Lease Principal	.00	.00	.00	.00	+++	35,851.69
681.120	Capital Lease Interest	.00	.00	.00	.00	+++	339.36
685.180	Membership Dues and Fees	360.00	.00	.00	360.00	0	.00
685.182	Other Operating Expenses	2,500.00	216.03	1,765.98	734.02	71	2,251.96
685.183	Depreciation	155,000.00	33,237.56	297,183.82	(142,183.82)	192	414,699.28
685.186	Training	250.00	.00	51.00	199.00	20	249.00
686.187	Professional Services	3,000.00	279.27	2,079.27	920.73	69	1,227.51
686.189	Employee Medical	350.00	45.00	215.00	135.00	61	422.00
686.195	Repair/Maint Svc Contract	2,580.00	204.09	1,639.95	940.05	64	2,478.00
686.1895	Employee wellness services	1,224.00	184.11	1,713.07	(489.07)	140	2,286.63
687.202	Utility Billing Services	2,000.00	310.30	1,742.19	257.81	87	1,609.84
687.203	Contract Services	.00	.00	1,824.00	(1,824.00)	+++	.00
	<i>Other Services & Charges Totals</i>	\$248,939.00	\$38,769.04	\$357,617.86	(\$114,227.10)	146%	\$526,229.19
	<i>Other Objects</i>						
720.001	Provision for Bad Debts	1,400.00	116.63	1,049.67	350.33	75	2,250.70
795.995	GF Cost Distribution	38,803.00	3,446.71	31,020.39	7,782.61	80	38,803.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
7999.9999	Principal Reclassified	.00	.00	.00	.00	+++	(35,851.69)
	<i>Other Objects Totals</i>	\$40,203.00	\$3,563.34	\$32,070.06	\$8,132.94	80%	\$5,202.01
	<i>Inter-Dept. Allocations</i>						
795.999	Allocation G&A Services	43,035.00	2,216.31	22,136.39	20,898.61	51	37,731.95
	<i>Inter-Dept. Allocations Totals</i>	\$43,035.00	\$2,216.31	\$22,136.39	\$20,898.61	51%	\$37,731.95
	<i>Capital Outlay</i>						
900.912	Oakley Street Improvements	285,000.00	.00	.00	277,051.18	3	.00
900.913	Maryville (Cherry Street) Improvements	350,000.00	.00	.00	350,000.00	0	.00
900.916	Broad Street Improvements	210,000.00	.00	.00	210,000.00	0	.00
900.1000	Infrastructure Improvemts	.00	10,000.00	12,145.62	(22,428.76)	+++	12,900.50
900.4100	Vehicles	22,000.00	.00	.00	170.00	99	.00
900.4300	Other Equipment	103,000.00	.00	23,448.41	79,551.59	23	.00
9999.9999	Assets Reclassified	(970,000.00)	.00	(23,448.41)	(946,551.59)	2	(12,900.50)
	<i>Capital Outlay Totals</i>	\$0.00	\$10,000.00	\$12,145.62	(\$52,207.58)	+++	\$0.00
	Department 40 - Storm Water Utility Exp.	\$677,340.00	\$80,704.99	\$667,044.18	(\$37,293.33)	106%	\$882,206.46
	EXPENSE TOTALS	\$677,340.00	\$80,704.99	\$667,044.18	(\$37,293.33)	106%	\$882,206.46
	Fund 0033 - Stormwater Utility Fund Totals						
	REVENUE TOTALS	677,340.00	55,024.03	390,581.34	286,758.66	58	502,756.36
	EXPENSE TOTALS	677,340.00	80,704.99	667,044.18	(37,293.33)	106	882,206.46
	Fund 0033 - Stormwater Utility Fund Totals	\$0.00	(\$25,680.96)	(\$276,462.84)	\$324,051.99		(\$379,450.10)
	Fund 0035 - Waste Management Fund						
	EXPENSE						
	Department 31 - Residential Sanitation						
	<i>Personal Services</i>						
400.101	Regular Pay	220,000.00	18,208.33	151,596.40	68,403.60	69	214,418.45
401.103	Overtime	19,100.00	1,738.13	15,257.46	3,842.54	80	18,582.86
401.109	Seasonal City employee labor	58,000.00	.00	.00	58,000.00	0	.00
405.114	FICA	15,700.00	1,367.86	11,657.85	4,042.15	74	16,813.89
406.116	Retirement	23,425.00	2,094.97	17,760.12	5,664.88	76	25,375.52

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
408.125	SCMIT Worker's Comp Ins.	11,500.00	877.03	12,672.39	(6,926.78)	160	11,041.46
410.001	Health Claims Cost	54,321.00	3,900.46	30,094.34	24,226.66	55	67,772.34
410.002	Health Claim Costs-Retire	.00	1,055.44	9,294.84	(9,294.84)	+++	15,150.24
410.003	OPEB cost	5,000.00	.00	.00	5,000.00	0	3,514.69
	<i>Personal Services Totals</i>	\$407,046.00	\$29,242.22	\$248,333.40	\$152,958.21	62%	\$372,669.45
	<i>Supplies</i>						
500.101	Supplies and Materials	1,500.00	596.15	2,184.93	(684.93)	146	3,422.02
500.102	Equipment	.00	.00	.00	.00	+++	224.70
501.101	Uniforms and Clothing	16,000.00	2,262.76	18,375.34	(2,375.34)	115	23,859.24
515.121	Safety Supplies	3,000.00	.00	1,159.75	1,840.25	39	1,728.51
	<i>Supplies Totals</i>	\$20,500.00	\$2,858.91	\$21,720.02	(\$1,220.02)	106%	\$29,234.47
	<i>Other Services & Charges</i>						
600.110	SCMIRF Property/Liab Ins	31,500.00	.00	22,182.24	9,317.76	70	21,421.32
610.111	Communications- Landline	300.00	11.87	104.35	195.65	35	201.24
610.112	Postage	300.00	3.01	30.45	269.55	10	45.78
610.1110	Communications- Wireless	3,350.00	.00	.00	3,350.00	0	.00
620.114	Advertising	2,100.00	.00	712.00	1,388.00	34	1,199.75
650.127	Electricity	1,131.00	78.04	787.53	343.47	70	1,215.10
650.128	Water	711.00	33.22	302.30	408.70	43	571.14
650.129	Wastewater	1,066.00	51.40	467.40	598.60	44	864.66
650.130	Sanitation	452.00	36.92	332.28	119.72	74	443.04
650.133	Stormwater	369.00	30.15	271.35	97.65	74	361.80
650.134	Security Lights	537.00	43.89	395.01	141.99	74	526.68
650.1271	Electricity- Sales Tax	2.00	.28	2.62	(.62)	131	4.59
660.133	Repairs & Maint. Services	5,000.00	835.82	2,246.67	2,753.33	45	3,765.76
660.136	Container Repairs	6,000.00	.00	5,202.65	797.35	87	6,406.51
660.139	Fleet Services Materials	50,000.00	2,557.82	42,663.16	7,336.84	85	122,985.42
660.145	Gasoline & Oil	60,721.00	2,188.52	26,212.40	34,508.60	43	51,103.49
660.1362	Roll-Out Purchases	32,500.00	.00	23,382.57	3,117.43	90	24,678.84
660.1391	Fleet Services Labor	64,500.00	6,619.20	59,932.65	4,567.35	93	74,119.68

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
660.1392	Fleet Svcs- Outside Vends	2,000.00	192.50	2,062.50	(62.50)	103	1,498.75
681.100	Capital Lease Principal	48,252.00	.00	.00	48,252.00	0	.00
681.120	Capital Lease Interest	7,118.00	.00	.00	7,118.00	0	.00
685.182	Other Operating Expenses	2,500.00	201.64	2,361.10	138.90	94	3,134.62
685.183	Depreciation	55,100.00	4,911.73	41,530.04	13,569.96	75	44,286.90
685.186	Training	1,500.00	.00	.00	1,500.00	0	.00
685.190	Landfill Fees	25,000.00	1,948.45	15,491.10	9,508.90	62	24,098.34
686.189	Employee Medical	1,800.00	.00	360.00	1,440.00	20	681.00
686.195	Repair/Maint Svc Contract	3,000.00	192.50	1,540.00	1,460.00	51	4,410.00
686.1895	Employee wellness services	2,081.00	463.92	3,805.44	(1,724.44)	183	5,259.64
687.202	Utility Billing Services	3,100.00	628.13	3,526.47	(426.47)	114	3,258.78
687.203	Contract Services	5,000.00	.00	.00	5,000.00	0	.00
	<i>Other Services & Charges Totals</i>	\$416,990.00	\$21,029.01	\$255,904.28	\$155,143.72	63%	\$396,542.83
	<i>Other Objects</i>						
720.001	Provision for Bad Debts	1,500.00	125.00	1,125.00	375.00	75	7,570.23
730.120	Recycling Labor	35,000.00	5,591.30	21,748.11	3,861.35	89	32,211.20
730.122	Recycling Operating	12,000.00	534.50	7,602.07	4,397.93	63	9,901.59
795.001	IT Internal Allocations	7,000.00	570.73	4,651.01	2,348.99	66	5,089.17
795.995	GF Cost Distribution	72,405.00	6,431.33	57,881.97	14,523.03	80	72,405.00
7999.9999	Principal Reclassified	(48,252.00)	.00	.00	(48,252.00)	0	.00
	<i>Other Objects Totals</i>	\$79,653.00	\$13,252.86	\$93,008.16	(\$22,745.70)	129%	\$127,177.19
	<i>Capital Outlay</i>						
900.4200	Heavy Equipment	163,142.00	.00	160,536.00	2,606.00	98	.00
9999.9999	Assets Reclassified	(135,000.00)	.00	(160,536.00)	25,536.00	119	3,951.72
	<i>Capital Outlay Totals</i>	\$28,142.00	\$0.00	\$0.00	\$28,142.00	0%	\$3,951.72
	Department 31 - Residential Sanitation Totals	\$952,331.00	\$66,383.00	\$618,965.86	\$312,278.21	67%	\$929,575.66
	EXPENSE TOTALS	\$952,331.00	\$66,383.00	\$618,965.86	\$312,278.21	67%	\$929,575.66
	Fund 0035 - Waste Management Fund Totals						
	REVENUE TOTALS	.00	.00	.00	.00	+++	.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget less YTD Transactions	% used/ Rec'd	Prior Year Total
EXPENSE TOTALS		952,331.00	66,383.00	618,965.86	312,278.21	67	929,575.66
Fund 0035 - Waste Management Fund Totals		(\$952,331.00)	(\$66,383.00)	(\$618,965.86)	(\$312,278.21)		(\$929,575.66)
Fund 0086 - Seized and Forfeited							
REVENUE							
Department 00 - Revenue							
Fines and Forfeitures							
367.000	Drug Enforcement Revenue	7,500.00	.00	964.50	6,535.50	13	.00
	Fines and Forfeitures Totals	\$7,500.00	\$0.00	\$964.50	\$6,535.50	13%	\$0.00
	Operating Transfers In						
394.002	Transfer from fund balance	41,975.00	.00	.00	41,975.00	0	.00
	Operating Transfers In Totals	\$41,975.00	\$0.00	\$0.00	\$41,975.00	0%	\$0.00
	Sale of Assets						
391.001	Sale of Assets	.00	.00	.00	.00	+++	13,516.19
	Sale of Assets Totals	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$13,516.19
	Department 00 - Revenue Totals	\$49,475.00	\$0.00	\$964.50	\$48,510.50	2%	\$13,516.19
REVENUE TOTALS		\$49,475.00	\$0.00	\$964.50	\$48,510.50	2%	\$13,516.19
EXPENSE							
Department 05 - Police							
Supplies							
500.101	Supplies and Materials	250.00	.00	.00	250.00	0	.00
501.101	Uniforms and Clothing	800.00	72.50	218.01	581.99	27	126.23
	Supplies Totals	\$1,050.00	\$72.50	\$218.01	\$831.99	21%	\$126.23
	Other Services & Charges						
610.1110	Communications- Wireless	2,880.00	.00	.00	2,880.00	0	.00
640.124	Travel Expense	2,000.00	.00	311.26	1,688.74	16	1,505.41
660.133	Repairs & Maint. Services	5,000.00	.00	.00	5,000.00	0	37.08
660.134	Radio Repairs	2,000.00	.00	.00	2,000.00	0	.00
660.145	Gasoline & Oil	.00	.00	118.71	(118.71)	+++	20.00
685.180	Membership Dues and Fees	1,250.00	.00	.00	1,250.00	0	125.00
685.182	Other Operating Expenses	6,000.00	.00	.00	6,000.00	0	.00

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 03/31/16

18.I.4

		Amended	Current Month	YTD	Budget less YTD	% used/	
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd	Prior Year Total
685.186	Training	1,795.00	.00	.00	1,795.00	0	1,000.00
685.191	Canine Unit Operations	17,500.00	.00	665.17	16,834.83	4	7,566.97
686.194	Other Prof/Tech Services	10,000.00	.00	4,000.00	6,000.00	40	.00
	Other Services & Charges Totals	\$48,425.00	\$0.00	\$5,095.14	\$43,329.86	11%	\$10,254.46
	Department 05 - Police Totals	\$49,475.00	\$72.50	\$5,313.15	\$44,161.85	11%	\$10,380.69
	EXPENSE TOTALS	\$49,475.00	\$72.50	\$5,313.15	\$44,161.85	11%	\$10,380.69
	Fund 0086 - Seized and Forfeited Totals						
	REVENUE TOTALS	49,475.00	.00	964.50	48,510.50	2	13,516.19
	EXPENSE TOTALS	49,475.00	72.50	5,313.15	44,161.85	11	10,380.69
	Fund 0086 - Seized and Forfeited Totals	\$0.00	(\$72.50)	(\$4,348.65)	\$4,348.65		\$3,135.50
	Grand Totals						
	REVENUE TOTALS	35,485,665.00	2,031,551.28	19,538,835.99	15,946,829.01	55	29,980,712.36
	EXPENSE TOTALS	37,154,348.00	2,554,215.92	17,884,802.32	18,671,539.31	50	29,370,120.86
	Grand Totals	(\$1,668,683.00)	(\$522,664.64)	\$1,654,033.67	(\$2,724,710.30)		\$610,591.50

Attachment: Budget Performance Report II- March 2016 (2048 : March 2016 Finance and IT Departments