

**REGULAR MEETING OF CITY COUNCIL
OCTOBER 18, 2018 – 5:30 PM
MUNICIPAL COURTROOM
GEORGETOWN, SOUTH CAROLINA**



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

1. **CALL TO ORDER**
2. **ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
3. **INVOCATION & PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENTS**
5. **INTRODUCTION OF NEW EMPLOYEES**
6. **HOUSING AND COMMUNITY DEVELOPMENT**
 - A. **Motion to approve second reading of an ordinance annexing part of U.S. Highway 17 into the corporate limits of the City of Georgetown, South Carolina.**

Attachments:

1	Annexation Road Adjacent Applecool Ord	(PDF)
2	Adjacent S Fraser Plat	(PDF)
 - B. **Motion to approve second reading of an ordinance annexing .23 acre off South Fraser Street, for 711 Partners, LLC, into the corporate limits of the City of Georgetown, South Carolina.**

Attachments:

1	711 Partners Annexation Ord	(PDF)
2	3201 S Fraser Plat	(PDF)
3	Annexation Petition Perry Collins	(PDF)
 - C. **Motion to approve second reading of an ordinance to rezone approximately .23 acre, owned by 711 Partners, LLC, located off South Fraser Street near the edge of city limits, from Residential (R1) to General Commercial (GC).**

Attachments:

1	711 Partners Rezoning Ord	(PDF)
2	3201 S Fraser Plat	(PDF)
3	New Property Lines	(PDF)
4	Proposed Zoning	(PDF)
7. **FINANCE**
 - A. **Motion to approve second reading of an ordinance for a State Revolving Fund (SRF) Loan for the Historic District Water Project not to exceed \$1,650,000.**

Attachments:

- 1 2018A Series Ordinance (Drinking Water SRF) Historic District Water Project (PDF)
- 2 SCDOC-Loan Agreement-Historic Water Line Project (PDF)

- B. Motion to approve second reading of an ordinance for a State Revolving Fund (SRF) Loan for the West End Sewer Rehabilitation Project not to exceed \$2,460,281.**

Attachments:

- 1 2018B Series Ordinance (Clean Water SRF) West End Sewer Project (PDF)
- 2 SCDOC-Loan Agreement-West End Sewer Rehab (PDF)

- C. Motion to purchase sixty (60) Personal Computer Towers for all City Departments from Dell for a not to exceed amount of \$36,000.**

Attachments:

- 1 PC Refresh Quote Analysis (PDF)
- 2 PCRefresh Quote - Dell (PDF)
- 3 PC Refresh Quote - CDW-G (PDF)
- 4 PC Refresh Quote - HTC (PDF)

8. POLICE

- A. Motion to approve service agreement and payment to Saint Frances Animal Center in the amount of \$75,000 for fiscal year 2018 - 2019.**

Attachments:

- 1 Saint Frances Animal Center Agreement 2018-201910042018 (PDF)

9. PUBLIC WORKS

- A. Motion to approve purchase and payment to Vick Bailey Ford in the amount of \$26,770.00 for a 2018 F150 Crew Cab pickup truck.**

Attachments:

- 1 SKM_C224e18072509590 (PDF)

10. ENGINEERING

- A. Motion to approve Change Order #5 and payment to Greenwave Contracting, Inc. for the Highmarket/Duke St. Drainage Phase I Project in the amount of \$101,322.98.**

Attachments:

- 1 Georgetown SD Phase I - Change Order No. 5 for approval (PDF)

11. ELECTRIC UTILITIES

- A. Motion to approve Purchase Order and payment in the amount of \$35,000 to Ricky's Tree Service of Manning, South Carolina.**

- B. Motion to approve purchase of Compact Excavator and payment in the amount of \$42,799.00 to Flint Construction & Forestry in Aynor, South Carolina.**

Attachments:

1 SKM_C25818100815150 (PDF)

12. ADMINISTRATION

13. CITY ADMINISTRATOR REPORT

14. MINUTES

- A. Motion to approve minutes of City Council meetings dated 6/12/18, 6/21/18, 7/12/18, 7/26/18, 8/16/18 and 8/23/18.

15. OLD BUSINESS

16. NEW BUSINESS

17. DEPARTMENT MONTHLY REPORTS

A. September 2018 GPD Report

Attachments:

1 GPD September 2018 Monthly Report 10052018 (PDF)

B. September 2018 Municipal Court Report

Attachments:

1 Municipal court report (PDF)

C. September 2018 Fire Report

Attachments:

1 September Fire Report (PDF)

D. September 2018 Public Works Department Report

Attachments:

1 SEPT.2018 (PDF)

E. September 2018 Fleet service Report

Attachments:

1 Monthly Report (PDF)

F. September 2018 Electric Utility Department Report

Attachments:

1 september18 (PDF)

G. September 2018 Water Utilities Report

Attachments:

1 September 2018 Water Utilities Report (PDF)

H. September 2018 Engineering Report

Attachments:

1 Engineering Monthly Report September 2018 (PDF)

I. September 2018 Housing & Community Development Report

Attachments:

- 1 September 2018 Monthly Report (PDF)
- J. September 2018 - Finance and IT Report**
- Attachments:
- 1 September 2018 Finance & IT Report (PDF)
- 2 Grants-Monthly Rpts FY 18.19 (PDF)
- 3 GovDeal Monthly Report (PDF)
- 4 BudgetPerformanceReport09302018 (PDF)

18. EXECUTIVE SESSION

- A. Motion to adjourn Regular Meeting and enter Executive Session pursuant to Sec. 30-4-70(a)(5) to discuss economic development matters related to Project Vista.**
- B. Motion to adjourn Executive Session and reconvene Regular Session.**
- C. NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION.**
- D. COUNCIL MAY TAKE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**

19. ADJOURNMENT

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



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

ORDINANCE

DOC ID: 2612

Council Meeting Date:	18 October 2018
Department:	Housing and Community Development
Issue Under Consideration:	Motion to approve an ordinance annexing part of U.S. Highway 17 into the corporate limits of the City of Georgetown, South Carolina
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• City attorney recommended we annex the street right-of-way into the corporate limits of the City of Georgetown when annexing adjacent property, like Applecool Storage. • This will help for the expansion and annexation of other property across the highway in the future. • This ordinance is only for the 503' directly adjacent to Applecool Storage on the southern edge of the city that was annexed in last month. • The other 351' right of way that is now owned by 711 Partners, LLC in this area will be included in their annexation ordinance for second reading on 10/18/18.
Options:	Approve or deny roadway annexation.
Staff Recommendations:	Staff recommends approval.

Reviews:

Rick Martin Completed 09/17/2018 4:25 PM
 Carey Smith Completed 09/17/2018 4:43 PM
 Ann U. Mercer Completed 09/18/2018 8:14 AM
 Georgetown City Council Completed 09/20/2018 5:30 AM

Attachments:

1. 1 Annexation Road Adjacent Applecool Ord (PDF)
2. 2 Adjacent S Fraser Plat (PDF)

**MOTION TO APPROVE AN ORDINANCE ANNEXING PART OF U.S. HIGHWAY 17 INTO
THE CORPORATE LIMITS OF THE CITY OF GEORGETOWN, SOUTH CAROLINA**

AN ORDINANCE ANNEXING PART OF U.S. HIGHWAY 17 INTO THE CORPORATE LIMITS OF THE CITY OF GEORGETOWN, SOUTH CAROLINA

WHEREAS, The City of Georgetown, a municipality and body politic, may from time to time annex property into the city limits, consistent with South Carolina law for the benefit of the citizens of the City of Georgetown; and

WHEREAS, On May 29, 2018, the property owner of 2.21 acres south of the city submitted a Petition for Annexation of the property into the city limits of the City of Georgetown; and

WHEREAS, the Planning Commission of the City of Georgetown, held a public hearing regarding the proposed petition for annexation, and following the public hearing on June 26, 2018, the Planning Commission voted 6-0 in favor of the rezoning; and

WHEREAS, The City Council of the City of Georgetown annexed the property at its regular meeting August 16, 2018; and

WHEREAS, South Carolina Code § 5-3-110 allows for the public highway adjacent to and abutting the corporate limits of a municipality to be annexed into and incorporated within the city limits; and

WHEREAS, The City Council of the City of Georgetown desires to annex that portion of U.S. Highway 17 that abuts the newly annexed property; and

WHEREAS, The City of Georgetown has sought and received consent from the Director of the South Carolina Department of Transportation to annex the highway adjacent thereto;

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

SECTION I. FINDINGS

South Carolina Code § 5-3-110 allows for the public highway adjacent to and abutting the corporate limits of a municipality to be annexed to and incorporated within the city. Approximately 2.21 acres situated on Hwy 17 South (South Fraser Street), known as the Applecool Storage site, has been annexed into the City of Georgetown. The portion of U.S. Highway 17 adjacent to the annexed parcel runs 503' feet along the length of the annexed property. The Mayor and the City Council of the City of Georgetown have considered and approved the Annexation of the highway, for 503' and the width of the highway, and accept the property and its applicable zoning into the corporate limits of the City of Georgetown, South Carolina.

SECTION 2. APPLICATION OF ZONING ORDINANCE

The property is admitted as Low Density Residential (R-1) area under the zoning laws of the municipality as stated in Article V, Section 508 of the City of Georgetown Zoning Ordinance.

SECTION 3. EFFECTIVE DATE

The annexation is effective as of the date of the final reading of this Ordinance.

IT IS NOW HEREBY DECLARED that the following real property is made part and parcel of the corporate limits of the City of Georgetown:

Said property is described as follows:

All that certain piece, parcel or tract of land situate, lying and being in City and County of Georgetown, South Carolina, designated as "U.S. Hwy 17 and 701 S. Fraser Street, for the width of the roadway and the length of 503 feet, as the roadway abutting Tax #01-0445-021-00-00, 96,268 Sq Ft, 2.21 Acres, as shown and delineated on that certain "Plat of various parcels on the south end of the City of Georgetown surveyed for Applecool Storage, LLC" dated December 7, 2016, updated March 5, 2018, and recorded April 30, 2018, in the Office of the Register of Deeds for Georgetown County in Plat/Slide 791 at page 2.

DONE AND RATIFIED BY THE CITY COUNCIL this ____ day of _____, 2018.

ATTEST:

Ann U. Mercer, City Clerk

Brendon M. Barber, Sr., Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney



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

ORDINANCE

DOC ID: 2602

Council Meeting Date:	18 October 2018
Department:	Housing and Community Development
Issue Under Consideration:	Motion to approve an ordinance annexing .23 acre off South Fraser Street, for 711 Partners, LLC, into the corporate limits of the City of Georgetown
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• This is the small tract of land that was part of a land transfer with Applecool Storage to 711 Partners to give them more road frontage on S. Fraser Street. • It is only .23 acre and will be merged with their larger tract of land, parcel 05-0026-173-00-00, which is already in the city limits. • Planning Commission held a public hearing on this annexation on 8/28/18 and voted unanimously in favor to recommend with a vote of 6-0. • This annexation will also help us annex a portion of the adjacent SCDOT Hwy 17. • This would increase the tax base of the city.
Options:	Approve or deny the annexation of .23 acre.
Staff Recommendations:	Staff recommends approval.

Reviews:

Rick Martin Completed 09/17/2018 4:00 PM
 Carey Smith Completed 09/17/2018 4:44 PM
 Ann U. Mercer Completed 09/18/2018 8:07 AM
 Georgetown City Council Completed 09/20/2018 5:30 AM

Attachments:

1. 1 711 Partners Annexation Ord (PDF)
2. 2 3201 S Fraser Plat (PDF)
3. 3 Annexation Petition Perry Collins (PDF)

**MOTION TO APPROVE AN ORDINANCE ANNEXING .23 ACRE OFF SOUTH FRASER
STREET, FOR 711 PARTNERS, LLC, INTO THE CORPORATE LIMITS OF THE CITY OF
GEORGETOWN**

**AN ORDINANCE ANNEXING .23 ACRE OF LAND INTO THE CORPORATE LIMITS OF
THE CITY OF GEORGETOWN, SOUTH CAROLINA**

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

SECTION 1. FINDINGS

South Carolina Code § 5-3-100 allows for property owned by a municipality to be annexed by resolution of the council and passage of an ordinance to that effect. A petition for annexation executed by Mr. Perry Collins of 711 Partners, LLC, the freeholder owning one hundred (100%) percent of the real property to be annexed into the City of Georgetown, having been filed with the City of Georgetown. The property is approximately .23 acre just off Hwy 17 South (South Fraser Street), with contiguity to parcel TMS# 05-0051-002-00-00, and described below and shown and represented on a map described below to be incorporated herein. The Mayor and the City Council of the City of Georgetown have considered and approved the Petition for Annexation, and accept the property and its abutting SCDOT or other public Right of Way (S. Fraser Street/U.S. Highway 17), and its applicable zoning into the corporate limits of the City of Georgetown, South Carolina.

The abutting public Right of Way adjacent to the annexed parcel runs 351 feet along the length of the annexed property and for the width of the highway. The Mayor and the City Council of the City of Georgetown accept the adjacent public Right of Way into the corporate limits of the City of Georgetown, South Carolina. South Carolina Code § 5-3-110.

SECTION 2. APPLICATION OF ZONING ORDINANCE

The property is admitted as Low Density Residential (R-1) area under the zoning laws of the municipality as stated in Article V, Section 508 of the City of Georgetown Zoning Ordinance.

SECTION 3. EFFECTIVE DATE

The annexation is effective as of the date of the final reading of this Ordinance.

WHEREAS, the Planning Commission of the City of Georgetown, South Carolina held a public hearing regarding the proposed petition for annexation, and following the public hearing on August 28, 2018, the Planning Commission voted 6-0 in favor of the rezoning;

IT IS NOW HEREBY DECLARED, pursuant to Section 5-3-150(3) of the Code of Laws of South Carolina, 1976 as amended, that the following real property is made part and parcel of the corporate limits of the City of Georgetown:

Said property is described as follows:

All that certain piece, parcel or tract of land located on the East side of US Highway 17 near the South end of the City of Georgetown and being in the County of Georgetown, State of South Carolina, shown and delineated as **PARCEL A, containing 0.23 acres**, on that certain survey entitled "PLAT OF

VARIOUS PARCELS ON THE SOUTH END OF THE CITY OF GEORGETOWN SURVEYED FOR APPLECOOL STORAGE LLC AND 711 PARTNERS LLC" prepared by Wendell C. Powers, P.L.S. dated December 7, 2016, updated for recording March 5, 2018 and recorded April 30, 2018 in the Office of the Register of Deeds for Georgetown County in Plat/Slide 791 at page 2; the metes and bounds, courses and distances of which are incorporated herein by reference as exhibit A.

This conveyance is subject to any and all applicable restrictive covenants, restrictions and easements of record.

Entire .23 acre parcel to be annexed is part of Georgetown County Tax Parcel 01-0445-021-00-00.

DONE AND RATIFIED BY THE CITY COUNCIL duly assembled this 18th day of October 2018.

ATTEST:

Ann U. Mercer, City Clerk

Brendon M. Barber, Sr., Mayor

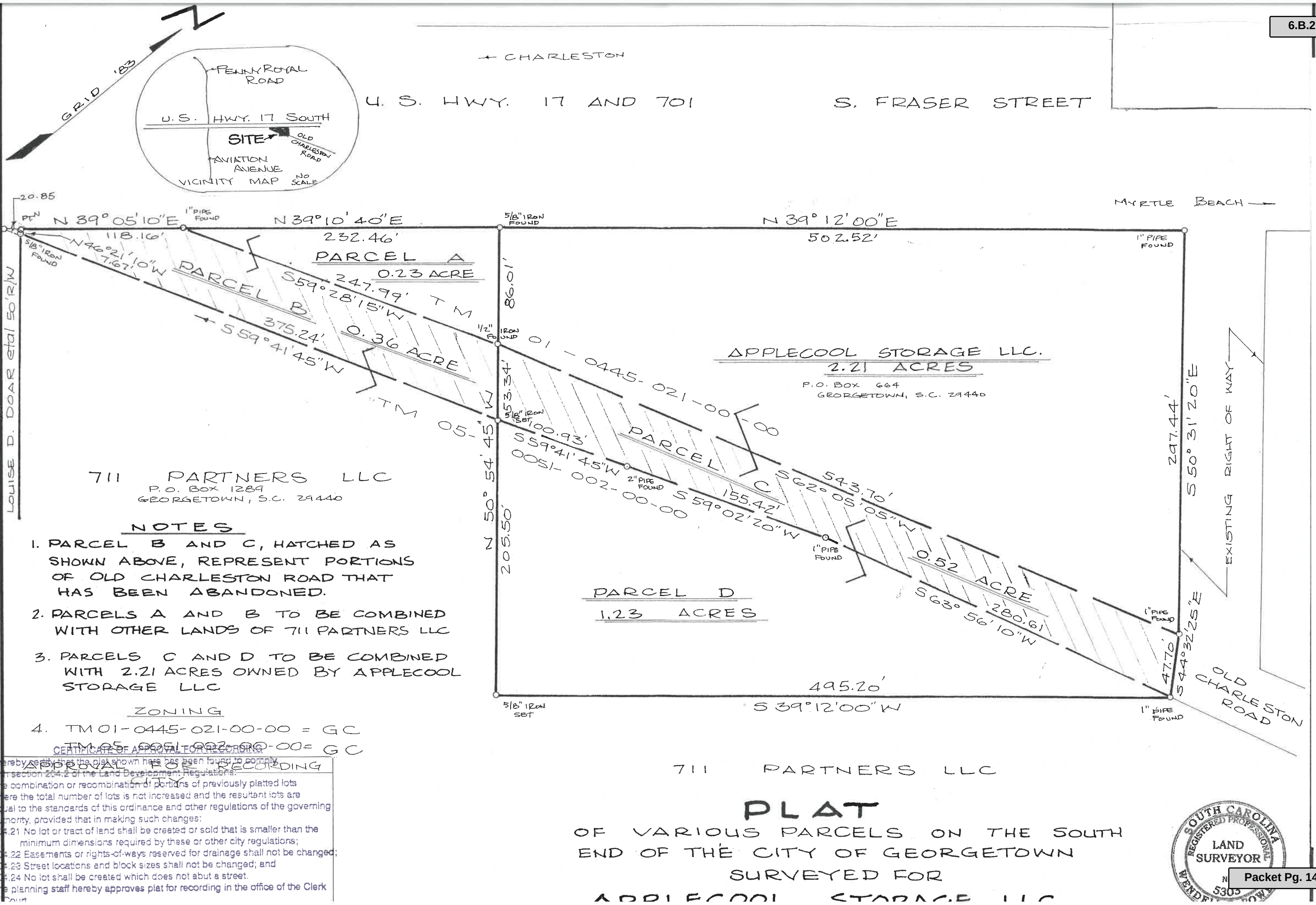
First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: 711 Partners Annexation Ord (2602 : Annex .23 acre for 711 Partners off S. Fraser St)





STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

PETITION OF ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF GEORGETOWN

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Georgetown to annex the below described area into the municipal limits of the City of Georgetown.

PROPERTY LOCATION/SUBDIVISION: 3201 South Fraser

TMS#: 01-0445-021-00-00-60 ACREAGE: approx. .23 AC

PROPERTY ADDRESS: 3201 South Fraser

PROPERTY OWNERS:

711 LLC Perry Collins DATE: 6/26/18
 (Print) (Signature)

 (Print) (Signature) DATE: _____

The information requested below is being gathered for statistical purposes:

Number of persons residing at the address to be annexed 0

RACE: White _____ Black _____ Other _____

Attachment: Annexation Petition Perry Collins (2602 : Annex .23 acre for 711 Partners off S. Fraser St)



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

ORDINANCE

DOC ID: 2603

Council Meeting Date:	18 October 2018
Department:	Housing and Community Development
Issue Under Consideration:	Motion to approve an ordinance to rezone approximately .23 acre, owned by 711 Partners, LLC, located off South Fraser Street near the edge of city limits, from Residential (R1) to General Commercial (GC)
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• This property is being annexed into the city limits. • Property is adjacent to S. Fraser Street and the surrounding zoning is General Commercial. • Section 508 of the Zoning Ordinance considers all property annexed into the city limits be zoned R1, so we will need to rezone it to GC. • Planning Commission held a public hearing on August 28, 2018 for this rezoning request. • Planning Commission voted 6-0 in favor of the rezoning request from R1 to GC.
Options:	Approve or deny the rezoning request from R1 to GC.
Staff Recommendation:	Staff recommends approval.

Reviews:

Rick Martin	Completed	09/17/2018 4:11 PM
City Attorney	Skipped	09/17/2018 4:10 PM
Carey Smith	Completed	09/17/2018 4:29 PM
Ann U. Mercer	Completed	09/18/2018 8:38 AM
Georgetown City Council	Completed	09/20/2018 5:30 AM

Attachments:

1. 1 711 Partners Rezoning Ord (PDF)

2. 2 3201 S Fraser Plat (PDF)
3. 3 New Property Lines (PDF)
4. 4 Proposed Zoning (PDF)

**MOTION TO APPROVE AN ORDINANCE TO REZONE APPROXIMATELY .23 ACRE,
OWNED BY 711 PARTNERS, LLC, LOCATED OFF SOUTH FRASER STREET NEAR THE
EDGE OF CITY LIMITS, FROM RESIDENTIAL (R1) TO GENERAL COMMERCIAL (GC)**

AN ORDINANCE REZONING APPROXIMATELY .23 ACRE OWNED BY 711 PARTNERS, LLC, LOCATED ON SOUTH FRASER STREET, FROM RESIDENTIAL (R1) TO GENERAL COMMERCIAL (GC)

WHEREAS, pursuant to Title 6, Chapter 29 of the Code of Laws of South Carolina, the City of Georgetown enacted the Zoning Ordinance of the City of Georgetown, South Carolina; and

WHEREAS, Article XVIII, Section 1800 of the Zoning Ordinance of the City of Georgetown provides that the Zoning Ordinance may be amended from time to time by the Mayor and City Council; and

WHEREAS, the Planning Commission of the City of Georgetown, South Carolina held a public hearing to receive public input regarding the rezoning request; and

WHEREAS, following the public hearing on August 28, 2018 and the 6-0 vote in favor of rezoning by the Planning Commission, the Mayor and City Council of the City of Georgetown have determined that the zoning boundaries as shown on the Official Zoning Map be revised and amended as follows:

Rezoning of recently annexed property from Residential (R1) to General Commercial (GC), property totaling approximately .23 acre located on South Fraser Street, identified by the Georgetown County Tax Map as TMS# (01-0445-021-00-00).

For a more specific description of said property, please see attached exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, in Council duly assembled, that the Future Land Use Map and Official Zoning Map of the City of Georgetown be amended by revising and amending the zoning boundaries of the Official Zoning Map, together with all explanatory matter herein as follows:

Rezoning of recently annexed property from Residential (R1) to General Commercial (GC), property totaling approximately .23 acre located on South Fraser Street, identified by the Georgetown County Tax Map as TMS# (01-0445-021-00-00).

BE IT FURTHER ORDAINED, that such changes shall be made on the Official Zoning Map and Future Land Use Map. 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

Brendon M. Barber, Sr., Mayor

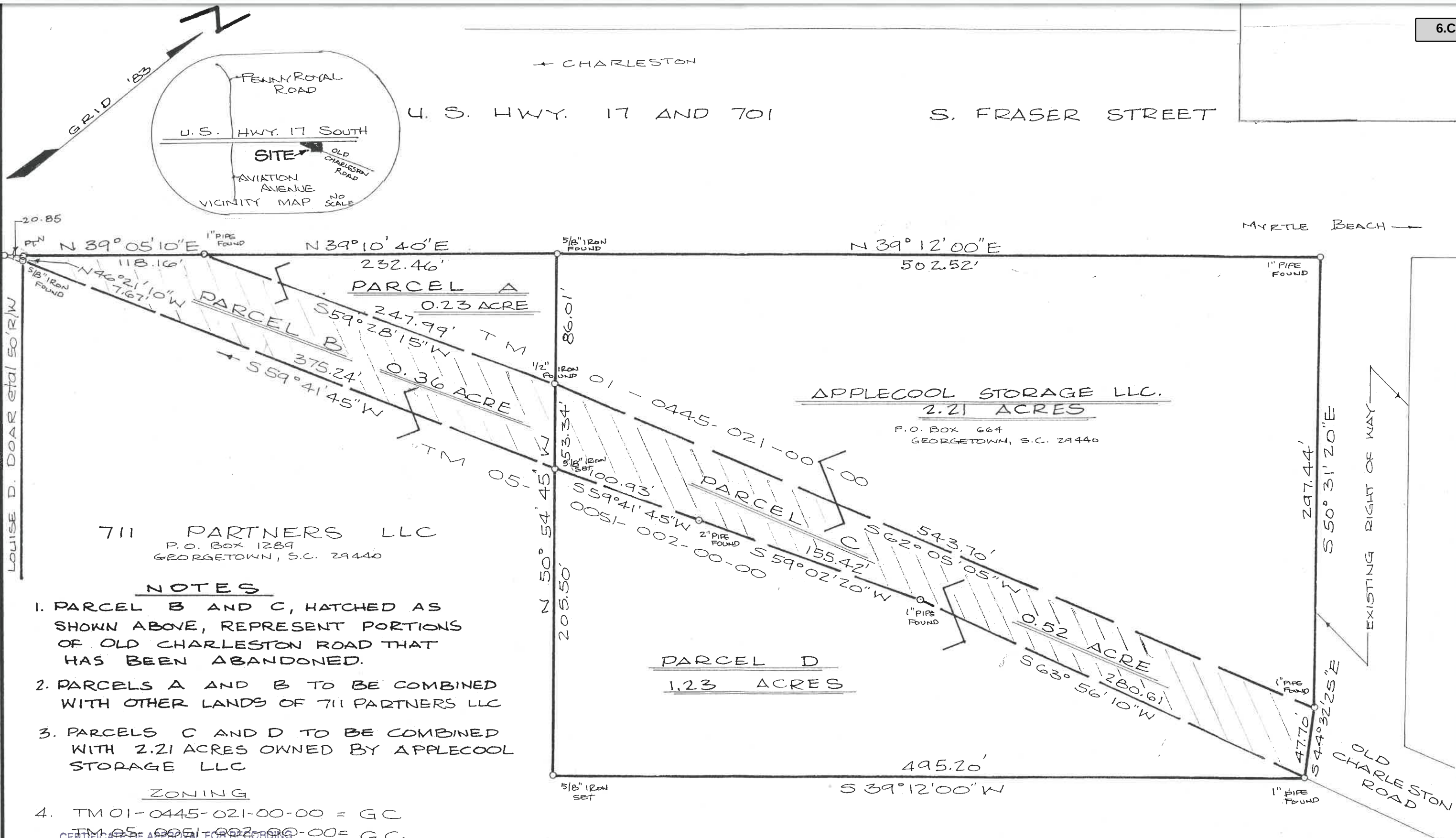
First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: 711 Partners Rezoning Ord (2603 : Rezone .23 acre by 711 Partners from R1 to GC)



- NOTES**
1. PARCEL B AND C, HATCHED AS SHOWN ABOVE, REPRESENT PORTIONS OF OLD CHARLESTON ROAD THAT HAS BEEN ABANDONED.
 2. PARCELS A AND B TO BE COMBINED WITH OTHER LANDS OF 711 PARTNERS LLC
 3. PARCELS C AND D TO BE COMBINED WITH 2.21 ACRES OWNED BY APPLECOOL STORAGE LLC

ZONING

4. TM 01-0445-021-00-00 = GC
TM 05-0051-002-00-00 = GC

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the plat shown here has been found to comply with section 204.2 of the Land Development Regulations. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this ordinance and other regulations of the governing authority, provided that in making such changes:

- 204.21 No lot or tract of land shall be created or sold that is smaller than the minimum dimensions required by these or other city regulations;
- 204.22 Easements or rights-of-ways reserved for drainage shall not be changed;
- 204.23 Street locations and block sizes shall not be changed; and
- 204.24 No lot shall be created which does not abut a street.

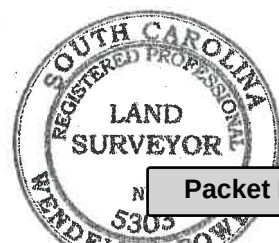
The planning staff hereby approves plat for recording in the office of the Clerk of Court.

711 PARTNERS LLC

PLAT

OF VARIOUS PARCELS ON THE SOUTH
END OF THE CITY OF GEORGETOWN

SURVEYED FOR
APPLECOOL STORAGE LLC



Attachment: 3201 S Fraser Plat (2603 : Rezone .23 acre by 711 Partners from R1 to GC)



HWY 17 SOUTH

OLD CHARLESTON RD



6.C.4

3101 S Fraser St

3105 S Fraser St

3113 S Fraser St

MCOD

3117 S Fraser St

OLD CHARLESTON RD

GC

Applecool Storage

Applecool Storage, LLC

3201 S Fraser St

GC

3001 Old Charlest

R1

3117 Old Charleston Rd
City of Georgetown

HWY 17 SOUTH

3201 S Fraser St
711 Partners, LLC

LI

Attachment: Proposed Zoning (2603 : Rezone .23 acre by 711 Partners from R1 to GC)



DISCLAIMER: This map is a geographic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, the City of Georgetown disclaims all responsibility and liability for the use of this map.

Packet Pg. 22



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ORDINANCE

DOC ID: 2607

Council Meeting Date:	18 October 2018
Department:	Finance
Issue Under Consideration:	Motion to Approve First Reading for a State Revolving Fund (SRF) Loan for the Historic District Water Project not to exceed \$1,650,000.
Amount Requested:	\$1,650,000 – Not to Exceed Amount.
Is Item in Current Budget?	Yes.
If no, please explain:	
Financial Impact:	Loan term is 20 years with interest rate of 1.60% First quarterly payment due on April 1, 2019 in the amount of \$24,150.
Points to Consider:	On June 21, 2018, City Council adopted a resolution authorizing an application to the State Authority for a SRF loan. The loan application was approved on July 27, 2018.
Options:	Approve or Disapprove
Staff Recommendations:	Approve.

Reviews:

Debra Bivens Completed 09/17/2018 4:16 PM
 Carey Smith Completed 09/17/2018 4:43 PM
 Ann U. Mercer Completed 09/18/2018 8:35 AM
 Georgetown City Council Completed 09/20/2018 5:30 AM

Attachments:

1. 1 2018A Series Ordinance (Drinking Water SRF) Historic District Water Project (PDF)
2. 2 SCDOC-Loan Agreement-Historic Water Line Project (PDF)

**MOTION TO APPROVE FIRST READING FOR A STATE REVOLVING FUND (SRF) LOAN
FOR THE HISTORIC DISTRICT WATER PROJECT NOT TO EXCEED \$1,650,000.**

A SERIES ORDINANCE

APPROVING THE FINANCING OF THE HISTORIC DISTRICT WATER LINE PROJECT BY THE CITY OF GEORGETOWN, SOUTH CAROLINA, THROUGH THE BORROWING OF NOT EXCEEDING ONE MILLION SIX HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,650,000), PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE DRINKING WATER REVOLVING LOAN FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF GEORGETOWN, SOUTH CAROLINA AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF GEORGETOWN, SOUTH CAROLINA TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

CITY OF GEORGETOWN, SOUTH CAROLINA

Enacted: October 18, 2018

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I - FINDINGS OF FACT

Section 1.1 Findings of Fact. Incident to the enactment of this series ordinance (this “**2018A Series Ordinance**”), the City Council of the City of Georgetown (the “**City Council**”), the governing body of the City of Georgetown, South Carolina (the “**City**”), has made the following findings:

(a) The City is a municipality incorporated under the laws of the State of South Carolina (the “**State**”) and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina 1976, as amended (the “**Act**”) to: (i) undertake a waterworks project as defined and approved pursuant to the Federal Safe Drinking Water Act, 42 U.S.C. §§300f *et seq.*; (ii) make application for and to receive assistance from the South Carolina Water Quality Revolving Fund Authority (the “**State Authority**”); (iii) comply with regulations relating to the receipt and disposition of money of the State Drinking Water Revolving Loan Fund (the “**Fund**”) created by the Act; (iv) apply for and receive state grants; (v) enter into loan agreements; and (vi) comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapters 17 and 21 of the Code of Laws of South Carolina 1976, as amended, permit the incurrence of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of the revenues upon the system from which such revenues are derived.

(c) The City Council has determined that, in order for the City to adequately serve its customers, it is necessary to undertake certain improvements to its waterworks system. The project consists of improvements to the water lines and related water infrastructure serving the “Historic District” area of the City (collectively, the “**Project**”). Upon completion, the Project will be a part of and will constitute a portion of the combined public utility system of the City (the “**System**”).

(d) On June 21, 2018, the City Council adopted a resolution authorizing an application to the State Authority for a loan from the Fund (the “**Loan**”).

(e) On July 27, 2018, the State Authority, upon review of the City’s loan application, conditionally approved the Loan.

(f) The Loan is to be made and secured pursuant to a loan agreement between the City and the State Authority (the “**Loan Agreement**”), the form of which is attached hereto as **Exhibit A** and a promissory note executed and delivered by the City, registered in the name of the State Authority (the “**Note**”), the form of which is attached as Appendix E to the Loan Agreement. Pursuant to the Loan Agreement, the City will agree to use the proceeds of the Loan only to pay the actual eligible costs of the Project, and, if deemed prudent by the City, capitalized interest on the Note pursuant to the terms of the Loan Agreement; the City will also agree to pay to the State

Authority such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Loan. To secure its obligations, the City will grant to the State Authority a pledge of, and a lien upon the Gross Revenues of the System (as defined in the Bond Ordinance, which term is defined below). Upon any failure of the City to make any payments to the State Authority pursuant to the Loan Agreement or the Note, the State Authority shall require the State Treasurer to pay to the State Authority, subject to provisions of the Act, such amount from the State appropriations to which the City may be or become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

(g) The City Council is adopting this 2018A Series Ordinance in order to:

(i) authorize the execution and delivery of, on behalf of the City, the Loan Agreement and the Note;

(ii) evidence the approval of the Project and the Loan by the City Council; and

(iii) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this 2018A Series Ordinance.

(h) The City is authorized, pursuant to an ordinance, entitled “AN ORDINANCE PROVIDING FOR THE RESTRUCTURING OF THE WATER AND SEWER SYSTEM TO CREATE THE COMBINED PUBLIC UTILITY SYSTEM OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AUTHORIZING THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO” enacted by the City Council on July 28, 2011, as amended on August 20, 2015 (the “**Bond Ordinance**”), to enact this 2018A Series Ordinance as a Series Ordinance thereunder and to issue the Note as a Series of Bonds thereunder; and the issuance of such Note is necessary for financing the Project. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Bond Ordinance.

(i) The Note will not be junior to any other revenue-secured debt of City and will be issued on parity with the following outstanding Series of Bonds (the “**Outstanding Bonds**”):¹

(i) \$437,398 Combined Public Utility System Improvement Revenue Bond, Series 2013A (South Carolina Water Pollution Control Revolving Loan Fund, Loan Number X1-156-13-412-13), dated September 20, 2013;

(ii) \$1,486,451 Combined Public Utility System Improvement Revenue Bond, Series 2013B (South Carolina Drinking Water Revolving Loan Fund, Loan Number X3-056-13-2210001-02), dated September 20, 2013;

¹ It is anticipated that at the time of the Date of Issue of the Note, the City will also have issued its \$2,609,604 (plus capitalized interest, if any) Combined Public Utility System Revenue Bond, Series 2018B (the “**2018B Bond**”); the 2018B Bond shall also be issued on a parity with the Note and the Outstanding Bonds.

(iii) \$5,845,000 Combined Public Utility System Improvement and Refunding Revenue Bonds, Series 2015A, dated November 23, 2015;

(iv) \$5,772,000 Combined Public Utility System Refunding Revenue Bond, Series 2015B, dated November 23, 2015; and

(v) \$6,000,000 Combined Public Utility System Revenue Bond, Series 2017, dated October 12, 2017.

(j) In accordance with Section 4.01(B) of the Bond Ordinance, the City Council hereby determines that the issuance of the Note as a Series of Bonds is necessary to provide funds to be used and expended for the purpose of expanding and improving the System, which purposes are permitted by Sections 4.01(A)(1) of the Bond Ordinance. The City Council further specifies and determines as follows:

(i) The period of usefulness of the System is not less than twenty-five (25) years;

(ii) the Date of Issue of the Note shall be the date that the Note is executed and delivered as provided in Section 3.1 of this 2018A Series Ordinance;

(iii) the principal amount of the Note shall not exceed One Million Six Hundred and Fifty Thousand Dollars (\$1,650,000), plus capitalized interest, if any; the exact principal amount (including capitalized interest) to be determined at the final disbursement of the Loan by the State Authority and Section 4.1 herein;

(iv) the Record Dates, dates for payment of interest on the Note, and the dates of maturity and the amounts thereof, shall be as set forth in the Loan Agreement;

(v) the Note is to be issued for the purpose of providing funds to defray all or a portion of the costs of the Project;

(vi) the Note shall be designated "City of Georgetown, South Carolina Combined Public Utility System Revenue Bond, Series 2018A";

(vii) the Note shall be sold to the State Authority in accordance with the Act;

(viii) the Note shall bear interest at the rate set forth in the Loan Agreement per annum;

(ix) the Note shall be issued as a single Term Bond, payable by way of equal, amortized payments as set forth in the Loan Agreement;

(x) the redemption prices and dates applicable to the Note shall be as set forth in the Loan Agreement and the Note;

(xi) the Trustee (as defined in Section 2.3 herein) shall serve as Trustee, Paying Agent and Registrar for the Note;

(xii) the Note, the form of which is attached as Appendix E to the Loan Agreement, shall be issued as a single bond in the denomination of principal amount thereof;

(xiii) the Note shall not be issued in book-entry form as permitted by Section 4.20 of the Bond Ordinance;

(xiv) the Reserve Requirement for the Note shall be as set forth in Section 3.2 hereof;

(xv) the proceeds of the Note shall be applied as set forth in the Loan Agreement;

(xvi) the 2018A Debt Service Fund shall be established as a Debt Service Fund under the Bond Ordinance as set forth in Section 2.3 of this 2018A Series Ordinance, but because the State Authority will hold the proceeds of the Note until such time as they are requisitioned for costs, no construction fund shall be established;

(xvii) the 2018A Debt Service Reserve Fund shall be established as a Debt Service Reverse Fund under the Bond Ordinance as set forth in Section 2.3 of this 2018A Series Ordinance; and

(xviii) the City has not been notified of the occurrence of any Event of Default under the Bond Ordinance, nor is it aware of any such occurrence.

[END OF ARTICLE I]

ARTICLE II – AUTHORIZATION OF THE LOAN AND ESTABLISHMENT OF FUNDS

Section 2.1 Authorization of Loan. The City Council hereby authorizes the City's acceptance of the Loan from the State Authority in an amount not exceeding \$1,650,000, plus capitalized interest, if any, pursuant to and in accordance with the provisions of the Loan Agreement.

Section 2.2 Repayment of Loan by City. The City Council hereby authorizes the repayment of the Loan by the City to the State Authority from the Gross Revenues of the System (as defined in the Bond Ordinance), or if said revenues are not sufficient, from state appropriations as the City may become entitled to, pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

Section 2.3 Establishment of Funds. There shall be established by the Chief Financial Officer (as defined in the Bond Ordinance) a 2018A Debt Service Fund and a 2018A Debt Service Reserve Fund, each to be held by Regions Bank, as Trustee (the "**Trustee**"), and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

[END OF ARTICLE II]

**ARTICLE III - LOAN AGREEMENT AND NOTE; FUNDING THE 2018A DEBT
SERVICE RESERVE FUND**

Section 3.1 Authorization of Loan Agreement and the Note. The Loan Agreement and the Note, in substantially the forms attached hereto as **Exhibit A**, with such changes as the Mayor of the City (the “**Mayor**”) shall approve (his execution to be conclusive evidence of such approval) are hereby approved, and the execution and delivery of the Loan Agreement and the Note on behalf of the City are hereby authorized and directed. The Loan Agreement and the Note shall be dated as of the Date of Issue, which is expected to be October 23, 2018; however, such Date of Issue may be subject to change in the sole discretion of the Mayor. The Loan Agreement and the Note shall be executed on behalf of the City by the Mayor, or in his absence the Mayor Pro-Tempore, and attested by the City Clerk.

Section 3.2 Provision for Funding of the 2018A Debt Service Reserve Fund. The Chief Financial Officer is hereby authorized to cause the satisfaction of the 2018A Reserve Requirement (as defined in the Loan Agreement) by funding the 2018A Debt Service Reserve Fund with cash or cash equivalents as authorized by the Bond Ordinance and as further provided for in the Loan Agreement. If required to be funded, the City, acting through the Trustee, will maintain the 2018A Reserve Requirement in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

[END OF ARTICLE III]

ARTICLE IV- MISCELLANEOUS

Section 4.1 Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this 2018A Series Ordinance and the agreements and actions herein authorized, the Mayor, the City Administrator of the City (including any Interim City Administrator), the Chief Financial Officer and the City Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the Mayor shall deem necessary or desirable. Additionally, the Chief Financial Officer is authorized to cause satisfaction of any such fees or expenses as may be required to close the Note. For the purposes herein and as defined in the Bond Ordinance, the Chief Financial Officer is that employee of City holding the title of Finance Director of the City.

Section 4.2 Ordinance a Contract. This 2018A Series Ordinance shall constitute a contract between the City and the State Authority, and shall be enforceable as such against the City.

Section 4.3 Effective Date. This 2018A Series Ordinance shall become effective upon enactment by the City Council.

Section 4.4 Continuing Disclosure. The City covenants to file with the State Authority and with a central repository for availability in the secondary bond market when requested:

- (a) an annual independent audit, within thirty days of City's receipt of the audit; and
- (b) event specific information within thirty (30) days of an event adversely affecting more than five percent of City's customer base.
- (c) In the event the City fails to comply with the requirements of this Section 4.4, the only remedy shall be an action of specific performance.

[END OF ARTICLE IV]

DONE, RATIFIED AND ENACTED this 18th day of October, 2018.

**CITY OF GEORGETOWN,
SOUTH CAROLINA**

(SEAL)

Mayor

Attest:

City Clerk
City of Georgetown, South Carolina

First Reading: September 20, 2018
Second Reading: October 18, 2018

EXHIBIT A
FORM OF THE LOAN AGREEMENT

Office of Local Government
State Revolving Funds



Bonnie Ammons
Executive Director

**South Carolina
Rural Infrastructure Authority**

**STATE DRINKING WATER REVOLVING LOAN FUND
FY 2018 LOAN CLOSING PACKAGE
FOR
CITY OF GEORGETOWN**

Re: Historic District Water Line Improvements
Loan No. X3-083-18-2210001-03

Contents:

1. Sample Bond Counsel and Attorney Opinion Letters
2. Model Debt Service Fund and Debt Service Fund Agreement
3. Loan Agreement and Form of Promissory Note

On behalf of the South Carolina Water Quality Revolving Fund Authority, the Office of Local Government is pleased to provide the City of Georgetown with this package of material for finalizing an SRF Loan.

For further information or assistance contact:

Patricia A. Comp
Loan Programs Director
(803) 737-3808
tcomp@ria.sc.gov

August 15, 2018

LOAN AGREEMENT
between
SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY
and
CITY OF GEORGETOWN

Dated

October __, 2018

relating to

Historic District Water Line Improvements

South Carolina Drinking Water Revolving Loan Fund

Loan Number: X3-083-18-2210001-03

No. __ of Two Executed Original Counterparts

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ATTACHMENT #1 DAVIS-BACON WAGE RATES REQUIRED UNDER
FEDERAL APPROPRIATIONS ACT

LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ____ day of October, 2018, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**") and the CITY OF GEORGETOWN, a municipal corporation of the State of South Carolina (the "**Project Sponsor**").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Drinking Water Revolving Loan Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, public drinking water supply, storage, treatment and distribution facilities as defined in the Federal Safe Drinking Water Act, Title 42, United States Code, Section 300f et seq., as amended; and

WHEREAS, the South Carolina Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Safe Drinking Water Act; and

WHEREAS, the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act); and

WHEREAS, the Act authorizes Project Sponsors, among other things, to undertake Projects, to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund, together with interest thereon; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's combined public utility system consisting of a waterworks system, a sewer system and an electric system (the "**System**"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on July 28, 2011 entitled "AN ORDINANCE PROVIDING FOR THE RESTRUCTURING OF THE WATER AND SEWER SYSTEM TO CREATE THE COMBINED PUBLIC UTILITY SYSTEM OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AUTHORIZING THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO", as amended on August 20, 2015 (the "**Bond Ordinance**");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE I

LOAN

SECTION 1.1. Loan Made and Accepted; Repayment. In consideration of the mutual promises of this Agreement, and upon and subject to its terms and conditions, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan herein provided for (the "***Loan***"). The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "***Note***") registered in the name of the Authority. The amount of the Loan (the "***Loan Amount***"), the interest rate on the Loan and the repayment schedule with respect to the Loan (the "***Repayment Schedule***") shall be as set forth in Appendix "B" hereto, as may be changed or modified pursuant to Section 1.4 hereof; the terms and form of the Note are set out in Appendix "E". The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix "B", as modified, on the due date of any such payment.

SECTION 1.2. Purpose Limited to Project. The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project. The Project is described in Appendix "A" and more specifically as approved in the Project files of the Department. Except to the extent otherwise approved in writing by the Authority, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department. Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them.

SECTION 1.3. Disbursements.

1.3.1. The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred, actual eligible costs up to the Loan Amount and by category as provided in this Agreement.

1.3.2. For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement, the Project Sponsor shall designate a single officer or employee (the "***Sponsor Representative***") prior to the first disbursement request.

1.3.3. In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor, any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor. In those cases when the Project Sponsor is seeking funds with which to pay incurred Project costs, any check for disbursement from the Fund to pay such costs may, at the option of the Authority, be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project. Such check will be mailed to the Project Sponsor.

1.3.4. Before any disbursement, the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1.6 hereof.

1.3.5. Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. The Project Sponsor may not request a disbursement until all construction contracts are signed. The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories "Planning and Design Engineering", "Land Acquisition", "Legal and Appraisal Fees" and "SRF Loan Closing Fee", which appear in the Project Budget in Appendix "A" hereto. The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department. Unless the Authority otherwise approves, when the Project Budget indicates that the Loan shall bear only a portion of the eligible costs of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the **"Permit to Operate"**). No disbursement requests will be accepted more than one hundred eighty (180) days after the date of such Permit to Operate.

1.3.7. The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty-one (21) days before the day disbursement is needed and may limit draw requests to one per month. The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty-one (21) days of receiving such request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor. Processing on shorter notice or faster schedule shall not amend this provision.

SECTION 1.4. Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule.

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the **"Payment Initiation Date"**) is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in eighty (80) equal, or approximately equal, quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule

may be changed but only as provided in the following Section 1.4.2. The Interest Rate is fixed for the term of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

1.4.2. (a) At the written request of the Project Sponsor, submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix "B", the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix "B", or (ii) thirty (30) months from the first day of the month following the date of this Agreement, or (iii) the first day of the month following the date of the Permit to Operate issued by the Department for the operation of the Project.

(b) In the event the Permit to Operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix "B", the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the Permit to Operate, or the term of the Loan be shortened by a minimum of three (3) months.

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund. Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date.

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project.

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix "B" shall be modified to reflect (i) changes in the Loan Amount, (ii) extension or acceleration of the Payment Initiation Date, and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor.

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that:

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount;

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in eighty (80) equal, or substantially equal, quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment, or payments, due under the revised Repayment Schedule.

(g) For purposes of the Repayment Schedule, any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date.

1.4.3. Any change in the Loan Amount, extension or acceleration of the Payment Initiation Date or modification of the Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix "B" hereto reflecting any such change or modification. In connection with any such change or modification, the Authority may, but need not, impose new terms and conditions, including cancellation of the Note and execution of a new Note.

SECTION 1.5. Deadline for Borrowing and Termination of Promise to Lend. The Authority, in its sole discretion, may terminate its promise to lend all of, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Sponsor has not entered into all construction contracts applicable to the Project within six (6) months of the date of this Agreement; or

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred eightieth (180th) day following the date of the Permit to Operate issued by the Department for the Project; or

1.5.3. An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available); or

1.5.4. A circumstance arises or becomes known which, in the Authority's sole discretion and opinion, (a) substantially impairs the ability of the Project Sponsor to complete the Project, to operate the Project or to repay the Loan, or (b) substantially impairs the merit of the Project.

SECTION 1.6. Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions:

1.6.1. The Project Sponsor's representations and warranties shall remain true and correct;

1.6.2. No Event of Default shall have occurred under this Agreement or the Note;

1.6.3. The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5; and

1.6.4. There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows:

SECTION 2.1. Status of Project Sponsor. The Project Sponsor is a municipal corporation of the State of South Carolina (the "*State*"), authorized to acquire and construct the Project and to operate the Project and provide water supply/distribution services.

SECTION 2.2. Financial Statements. The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority. All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement, and no material adverse change with respect to the Project Sponsor has occurred.

SECTION 2.3. Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened, which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project for revenue.

SECTION 2.4. No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected.

SECTION 2.5. Ownership of Premises. The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and of the System as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which the Project Sponsor has or will have its distribution or trunk lines, booster stations, storage tanks and the like, including those to be a part of the Project and otherwise. Property of which the Project Sponsor has taken possession pursuant to Section 28-2-90 of the South Carolina Eminent Domain Procedure Act (Title 28, Chapter 2, Code of Laws of South Carolina, 1976, as amended), and in connection with which no action pursuant to Section 28-2-470 of such statute has been instituted within thirty (30) days of the condemnation notice with respect to such property, shall be deemed owned in fee simple by the

Project Sponsor pursuant to this Section 2.5. The Project Sponsor has good record title to the real property described above (or has possession pursuant to the Eminent Domain Procedure Act, as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor. With respect to the personal property and fixtures of the Project Sponsor necessary or convenient to the System and its operation, there are no liens or other claims of record against such property or other evidence of adverse ownership, and the Project Sponsor owns such personal property and fixtures in fee simple without conflicting claim of ownership.

SECTION 2.6. Other Project Arrangements. The Project Sponsor has secured the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

SECTION 2.7. No Construction Default. Neither the Project Sponsor nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

SECTION 2.8. No Default. There is no default on the part of the Project Sponsor under this Agreement or the Note, and no event has occurred and is continuing, which, with notice or the passage of time would constitute a default under any part of this Agreement or the Note.

SECTION 2.9. Effect of Draw Request. Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance, that no breach of other provisions hereof has occurred, and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest thereon have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE III

COVENANTS

SECTION 3.1. Contract Award, Construction Inspection and Completion.

3.1.1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.

3.1.2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.

3.1.3 The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed pursuant to the Project Schedule also defined in Appendix "A" hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan participation.

3.1.4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan.

SECTION 3.2. Disbursements. The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

SECTION 3.3. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and, to the extent permitted by law, shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their negligence.

SECTION 3.4. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the System and its operation. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party.

SECTION 3.5. Accounting and Auditing.

3.5.1. Accounting. The Project Sponsor shall account for the Project and System in accordance with generally accepted accounting principles (GAAP), including financial, statistical, property, and supporting documentation. All accounting records shall be kept using GAAP accounting, and applying all relevant Government Accounting Standards Board (GASB) pronouncements, including GASB Statement No. 34 relating to the reporting of infrastructure assets. When applicable, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principle Board (APB) opinions issued on or before November 30, 1989 shall be applied unless those pronouncements conflict with or contradict subsequent GASB pronouncements.

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority a copy of its latest long-term, unenhanced underlying rating, affirmation thereof, and any new or updated credit report on the System and/or any Parity Debt, as defined in Section 4.3.1 herein, from S & P Global Ratings, or its respective successors and assigns, ("**S&P**") or Moody's Investors Service, Inc., or its respective successors and assigns, ("**Moody's**"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks/reports, CreditWatch placements, ratings changes or downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

SECTION 3.7. Insurance. The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note:

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in an amount equal to the replacement cost of the Project;

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System;

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time;

and

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingency Fund.

SECTION 3.8. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project or the System.

SECTION 3.9. Adequate Rates. The Project Sponsor shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System as shall be sufficient to meet the requirements of this Agreement, and the Project Sponsor specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

3.9.1. To maintain any debt service funds and provide for the punctual payment of the principal of and interest on the Note and any other indebtedness of the Project Sponsor payable from revenues of the System that may from time to time hereafter be outstanding;

3.9.2. To maintain any Debt Service Reserve Fund required by this Agreement in accordance with the provisions hereof;

3.9.3. To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

3.9.4. To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order; and

3.9.5. To discharge all other obligations imposed by this Agreement and by the Bond Ordinance.

The Project Sponsor further covenants and agrees that it shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System which, together with other income, are reasonably expected to yield annual Net Earnings, as defined in the Bond Ordinance, in any fiscal year equal to the greater of (i) one hundred ten percent (110%) of the annual principal and interest on all debt paid from or secured by revenues of the System; or (ii) such other percentage of the annual principal and interest on all debt secured by revenues of the System as the Project

Sponsor shall have covenanted that its Net Earnings would meet with respect to other outstanding indebtedness of the System.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

SECTION 3.11. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will submit to the Authority event specific information within thirty (30) days of an event adversely affecting more than five (5) percent of revenues of the System and any other information which is released to a municipal bond information repository service.

SECTION 3.12. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.

SECTION 3.13. Inspection and Information. On reasonable notice, the Authority or the Department shall have for its own convenience and benefit, and without obligation to the Project Sponsor or any third party, the right to audit the books and records of the Project Sponsor as they may pertain to or affect the System and this Agreement and to enter upon the premises to inspect the Project. The Project Sponsor shall cause its architects, engineers, contractors, and auditors to cooperate during such inspections including making available any documents, records, reports or other materials pertinent to the Project and the inspection. The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor's compliance with this Agreement.

SECTION 3.14. Consent to Changes. Without consent of the Authority and Department, the Project Sponsor shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project or the System. The Project Sponsor shall not divide the Project into component projects in order or in effect, so as to defeat the provisions of this Agreement. The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, mortgage or otherwise encumber the Project, the System or the revenues derived therefrom during the term of this Agreement without the express prior written approval of the Authority.

SECTION 3.15. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

3.15.2. It will permit no free service to be rendered, or use to be made of the services and facilities of the System and for the services and facilities of the System used by the Project Sponsor, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue so received from the Project Sponsor shall be deemed revenue derived from the operation of the System, and shall be accounted for in the same manner as other revenues of the System;

3.15.3. It will permit no customer to be connected to the System, or to receive any service afforded by the System, unless such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force;

3.15.4. It will maintain in effect rules and regulations requiring connection to the System by all persons within the jurisdiction of the Project Sponsor to whom the services of the System shall be available and shall impose availability fees and charges with respect to customers and properties within its corporate limits to which or whom service is available but which or who have not connected into the System; and

3.15.5. So long as any amount due with respect to the Note is unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State, and the Project Sponsor hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the System, necessary or useful, and the Project Sponsor further obligates itself and covenants and agrees with the Authority to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Agreement.

ARTICLE IV
ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

SECTION 4.1. Establishment of Gross Revenue Fund, Debt Service Fund, Operation and Maintenance Fund, and Depreciation and Contingency Fund. Beginning on the first day of the month following the delivery of the Note, except with respect to the Debt Service Fund, and continuing until all amounts due with respect to the Note have been paid in full, the following funds shall be established and maintained:

4.1.1. The Project Sponsor shall establish a Gross Revenue Fund, defined as the Enterprise Revenue Fund in the Bond Ordinance, into which shall be placed all receipts, income and revenue that the Project Sponsor shall derive, directly or indirectly, from the ownership of the System. Moneys in the Gross Revenue Fund may be withdrawn on order of the Project Sponsor, but shall be made use of only in the manner and in the order of priority specified in Section 4.3 hereof.

4.1.2. Beginning in the month of the Payment Initiation Date, the Project Sponsor shall provide for the establishment of a Series 2018A Debt Service Fund (the "***Debt Service Fund***") as a means of providing for the payment of the principal and interest on the Note as the same shall fall due. Moneys in the Debt Service Fund shall be used solely to pay the principal of and interest on the Note, and for no other purpose. The Debt Service Fund shall be kept in the complete custody and control of the Trustee, as defined in Section 4.4 herein and as established under the Bond Ordinance as a Debt Service Fund. Withdrawals from the Debt Service Fund shall be made only by the Trustee who shall transmit to the Authority the sums required to pay principal and interest on the Note as the same fall due.

4.1.3. The Project Sponsor shall establish an Operation and Maintenance Fund in order to provide for the payment of all expenses incurred in connection with the administration and operation of the System, and such expenses as may be reasonably necessary to preserve the System in good repair and working order.

4.1.4. The Project Sponsor shall establish a Depreciation and Contingency Fund in order to provide a reasonable reserve for the depreciation of the System, for contingencies and for improvements, betterments and extensions to the System. Moneys in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the System; for improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order; to defray the cost of unforeseen contingencies and extraordinary repairs to the System; to prevent defaults of Bonds and Junior Lien Bonds (as such terms are defined in the Bond Ordinance); and for optional redemption of Bonds or Junior Lien Bonds.

4.1.5. In the event the Project Sponsor shall have established funds analogous to, or serving the purpose of, the funds required to be established by this Article IV, such funds may be continued and employed for the purposes of this Agreement, and the Project Sponsor shall not be required to establish duplicate funds.

SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. Based on the Project Sponsor's receipt of a long-term, underlying rating on the System and/or any Parity Debt in at least the "A" category from S&P or Moody's respectively, and from each, if both S&P and Moody's issued ratings, and the submission of such with its Loan application to the Authority, the Debt Service Reserve Fund Requirement with respect to the Note (the "**Reserve Requirement**") shall initially equal zero and shall continue to be zero subject to provisions of the following Section 4.2.2. At such time as the Reserve Requirement is greater than zero as provided in Section 4.2.2, the Project Sponsor shall establish, and there shall be maintained for the security of the Note, a Series 2018A Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") to provide a reserve for payment of principal of and interest on the Note.

4.2.2. (a) The Reserve Requirement shall continue to be zero if the Project Sponsor fully complies with all requirements of Section 3.6 herein for submitting S&P/Moody's ratings/affirmations/credit reports and for immediately providing any other rating agency actions related to the System and/or any Parity Debt, and all such ratings are maintained in at least the "A" category

(b) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement shall immediately increase to the maximum annual amount due on the Note, and the Project Sponsor shall meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of the rating for the System and/or any Parity Debt.

(c) In the event the Reserve Requirement is ever increased as provided in Section 4.2.2(b) above due to a ratings downgrade or loss and is subsequently upgraded to the level established in Section 4.2.2(a), then the Reserve Requirement shall revert to zero and any excess money in the Debt Service Reserve Fund shall be applied as provided in Section 4.4.3 hereof.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note and shall be held and administered by the Trustee or State Treasurer's Office, as permitted by the Bond Ordinance. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes.

4.2.4. Prior to the delivery of this Agreement to the Authority, the Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to

provisions of this Section 4.2, funds in an amount, or investments permitted by subsection 4.4.3 having a value, equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to subsection 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established, funds in an amount equal to such increase in the Reserve Requirement.

SECTION 4.3. Disposition of Revenues. All revenues derived from the operation of the System shall be deposited in the Gross Revenue Fund. Beginning in the month following the delivery of this Agreement with respect to payments pursuant to Sections 4.3.2 to 4.3.6, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to Section 4.3.1, withdrawals from the Gross Revenue Fund shall be made on or before the Business Day, as defined in the Bond Ordinance, which is five (5) Business Days prior to the end of each month in the following order of priority:

4.3.1. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the Debt Service Fund. Simultaneously with making the monthly deposit in the Debt Service Fund required by this Section 4.3.1, the Project Sponsor shall deposit (a) in a fund for the payment of amounts due with respect to the September 20, 2013 promissory note of the Project Sponsor to the Authority from the South Carolina Water Pollution Control Revolving Fund (the "Water Pollution Control Fund") relating to loan number X1-156-13-412-13 (the "**2013A Revenue Bond**"), the monthly fraction of the next payment of principal and interest to become due on the 2013A Revenue Bond; (b) in a fund for the payment of amounts due with respect to the September 20, 2013 promissory note to the Authority relating to loan number X3-056-13-2210001-02 from the Fund (the "**2013B Revenue Bond**"), the monthly fraction of the next payment of principal and interest to become due on the 2013B Revenue Bond; (c) in a fund for the payment of amounts due with respect to the Project Sponsor's Combined Public Utility System Improvement and Refunding Revenue Bonds, Series 2015A (the "**2015A Revenue Bonds**"), the monthly fraction of the next payment of principal and interest to become due on the 2015A Revenue Bonds; (d) in a fund for the payment of amounts due with respect to the Project Sponsor's Combined Public Utility System Refunding Revenue Bond, Series 2015B (the "**2015B Revenue Bond**"), the monthly fraction of the next payment of principal and interest to become due on the 2015B Revenue Bond; (e) in a fund for the payment of amounts due with respect to the Project Sponsor's Combined Public Utility System Revenue Bond, Series 2017 (the "**2017 Revenue Bond**"), the monthly fraction of the next payment of principal and interest to become due on the 2017 Revenue Bond; (f) in a fund for the payment of amounts due with respect to the Project Sponsor's October __, 2018 promissory note to the Authority relating to loan number X1-204-18-412-15 from the Water Pollution Control Fund (the "**2018B Revenue Bond**"), the monthly fraction of the next payment of principal and interest to become due on the 2018B Revenue Bond; and (g) into a fund or funds for the payment of amounts due with respect to any obligations of the Project Sponsor (the "**Obligations**") secured by a pledge of revenues on a parity with the pledge securing the Note, the 2013A Revenue Bond, the 2013B Revenue Bond, the 2015A Revenue Bonds,

the 2015B Revenue Bond, the 2017 Revenue Bond, and the 2018B Revenue Bond, the monthly fraction or fractions of the next payment or payments due on any such Obligation or Obligations. The 2013A Revenue Bond, the 2013B Revenue Bond, the 2015A Revenue Bonds, the 2015B Revenue Bond, the 2017 Revenue Bond, the 2018B Revenue Bond, and the Obligations are hereinafter sometimes referred to as "*Parity Debt*".

In the event amounts available for payments into the funds with respect to the Note and all Parity Debt are not sufficient to make all payments then required to be made, such available amounts shall be deposited into such funds on a pro rata basis.

4.3.2. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount necessary to fully meet the Reserve Requirement, and such deposits shall begin in the month following a ratings downgrade or loss and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in subsection 4.2.4 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-fourth (1/4) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) Nothing in Sections 4.3.2(a), (b) or (c) shall preclude the Project Sponsor from fully reestablishing the Reserve Requirement in a more timely fashion than so prescribed.

4.3.3. If, in any month, for any reason, the Project Sponsor shall fail to pay all or any part of the money it has herein agreed to pay into said Debt Service Fund or Debt Service Reserve Fund, the amount of any such deficiency shall be added to and shall become a part of the amount due and payable into said Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

4.3.4. There shall be deposited into the Operation and Maintenance Fund that sum which has been currently determined by the Project Sponsor to be the cost of operating and maintaining the System for the next ensuing month.

4.3.5. Provision shall then be made for payment of interest and any fees or penalties on amounts advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as contemplated in Section 7.04(D) of the Bond Ordinance.

4.3.6. There shall be deposited in the Depreciation and Contingency Fund that sum which is one-twelfth (1/12) of the sum determined by the Project Sponsor to be needed for the Depreciation and Contingency Fund for the then current fiscal year.

4.3.7. Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Note and any Parity Debt in the order of priority contemplated by the proceedings authorizing their issuance.

4.3.8. Any revenues remaining after the foregoing deposits have been made shall be disposed of for any lawful purpose in such manner as the Project Sponsor shall from time to time determine.

SECTION 4.4. Concerning the Debt Service Fund. The Debt Service Fund established pursuant to Section 4.1.2 hereof shall be established with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Trustee*") chosen by the Project Sponsor with the written approval of the Authority. The Debt Service Fund shall be held and administered by the Trustee in accordance with the provisions of the Bond Ordinance and the following provisions of this Section 4.4. The Trustee shall acknowledge and accept its duties and responsibilities with respect to the Debt Service Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Trustee shall notify the Authority in writing of the date of the establishment of the Debt Service Fund, the account number and the initial amount of the deposit into this fund. If the Project Sponsor fails to deposit the amount required by this Agreement at the time required for such deposit, the Trustee, no later than the third day after the date on which such deposit is to be made, shall provide written notification to the Project Sponsor, with a copy to the Authority, of the amount required for deposit into the Debt Service Fund pursuant to the provisions of this Agreement.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note.

4.4.3. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over all amounts remaining in the Debt Service Fund in accordance with written directions from the Project Sponsor delivered to the Trustee and the Trustee shall thereafter have no further responsibilities under this Agreement.

ARTICLE V
EVENTS OF DEFAULT

SECTION 5.1. Events of Default. The following occurrences shall constitute Events of Default hereunder:

(A) The Project Sponsor fails to comply with any of the covenants, terms and conditions made in this Agreement;

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement;

(C) Any representation, warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue, incorrect or misleading in any material respect;

(D) The Project Sponsor makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument;

(E) Dissolution of the existence of the Project Sponsor;

(F) Any legal or equitable action is commenced against the Project Sponsor which, if adversely determined, could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement;

(G) Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for forty-five (45) days or is abandoned; and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor, and following request by the Authority, the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred.

ARTICLE VI

REMEDIES

SECTION 6.1. Acceleration. Upon the occurrence of an Event of Default, the Authority, acting through the Trustee and subject to the provisions of the Bond Ordinance, may, by notice in writing to the Project Sponsor, declare the principal balance of the Note immediately due and payable; and such amount and all interest accrued thereon shall become and be immediately due and payable, anything in the Note or in this Agreement to the contrary notwithstanding. In such event, there shall be due and payable on the Note an amount equal to the total principal amount disbursed on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment.

SECTION 6.2. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority, subject to provisions of the Bond Ordinance, may proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

- (A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act;
- (B) Suit upon all or any part of the Note;
- (C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority;
- (D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; and
- (E) Enforcement of any other right of the Authority including the right to make application for the appointment of a receiver to administer and operate the System.

SECTION 6.3. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 6.4. Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII

SECURITY

SECTION 7.1. Pledge of Revenues. For the payment of the Note and as security for its other obligations under this Agreement, the Project Sponsor hereby grants to the Authority a pledge of, and lien upon, all revenues derived by the Project Sponsor from the operation of the System and all funds and accounts of the Project Sponsor derived from such revenues. Such pledge and lien upon the Gross Revenues of the System, as defined in the Bond Ordinance, shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.1) and shall at all times and in all respects be and remain superior to any pledges made to secure any other obligations of the Project Sponsor payable from the Gross Revenues of the System except to the extent otherwise agreed to in writing by the Authority. Parity Debt may be issued only in compliance with Article IV of the Bond Ordinance or, if the Bond Ordinance is no longer in effect, only with the prior written approval of the Authority.

SECTION 7.2. Statutory Lien. As additional security for the obligations of the Project Sponsor under this Agreement, there is hereby granted to the Authority a statutory lien upon the System, pursuant to Section 6-21-330 of the Code of Laws of South Carolina, 1976, as amended.

SECTION 7.3. Additional Security. Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement, the Authority shall, without further action, require the State Treasurer to pay to the Authority, subject to the provisions of the Act, the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid.

ARTICLE VIII
SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in an operating permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 8.2. Standard Conditions. The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the Project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator of the Environmental Protection Agency, the Comptroller General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(B) Pursuant to continuing requirements of the Fiscal Year 2012 Federal Appropriations Act (PL 112-74), the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. See Attachment #1.

(C) The Project Sponsor shall not presently be debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

(D) The Project shall comply with "American Iron and Steel" provisions, as set forth in the 2016 Consolidated Appropriations Act (PL 114-133) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

ARTICLE IX
GENERAL CONDITIONS

SECTION 9.1. No Waiver. No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder.

SECTION 9.2. Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority.

SECTION 9.3. Evidence. Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and the Authority shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

SECTION 9.4. No Beneficiaries. All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

SECTION 9.5. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction.

SECTION 9.6. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Project Sponsor:

City of Georgetown
1134 North Fraser Street
Georgetown, South Carolina 29440

Attention: City Administrator

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, South Carolina 29201

Attention: Patricia A. Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 9.7. No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Project Sponsor. The Authority shall not be in any way liable or responsible by reason of the provisions hereof, to the Project Sponsor or any third party, for the payment of any claims in connection therewith.

SECTION 9.8. Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 9.9. Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 9.10. Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 9.11. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12. Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 9.13. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 9.14. Appendices. The appendices attached to this Agreement are a part of it.

SECTION 9.15. Special Conditions. The Statements of Special Conditions in Appendix "D" shall govern the matters they address.

SECTION 9.16. Time of Essence. Time is of the essence of this Agreement.

SECTION 9.17. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF GEORGETOWN

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

APPENDIX "A"

Page 1 of 3

SCOPE OF WORK

Project Sponsor: City of Georgetown

Project Name: Historic District Water Line Improvements

Loan Number: X3-083-18-2210001-03

Installation of approximately 8,651 linear feet of new 6-inch water line, 126 service connections, six (6) fire hydrant assemblies and necessary appurtenances.

APPENDIX "A"

Page 2 of 3

PROJECT BUDGET

Project Sponsor: City of Georgetown

Project Name: Historic District Water Line Improvements

Loan Number: X3-083-18-2210001-03

<u>ITEM</u>	<u>SRF LOAN</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering	\$ 29,800	\$ 29,800
Legal and Appraisal Fees	35,000	35,000
Construction	1,487,323	1,487,323
Construction Contingency	64,477	64,477
Construction Inspection and Engineering	<u>33,400</u>	<u>33,400</u>
Total	\$1,650,000	\$1,650,000

SUBJECT TO REVISION PRIOR TO CLOSING

APPENDIX "A"

Page 3 of 3

PROJECT SCHEDULE

Project Sponsor: City of Georgetown

Project Name: Historic District Water Line Improvements

Loan Number: X3-083-18-2210001-03

<u>ACTION</u>	<u>DATE</u>
Bid Opening	June 6, 2018
Contract Execution	June 21, 2018
Notice to Proceed	July 10, 2018
Start of Construction	July 10, 2018
DHEC Permit to Operate	December 15, 2018

SUBJECT TO REVISION PRIOR TO CLOSING

APPENDIX "B"

Page 1 of 1

REPAYMENT SCHEDULE

Project Sponsor: City of Georgetown

Project Name: Historic District Water Line Improvements

Loan Number: X3-083-18-2210001-03

Loan Amount:	\$1,650,000	Payment Initiation Date:	January 1, 2019
Interest Rate:	1.60% per annum	First Payment Due Date:	April 1, 2019
Loan Term:	20 Years	Payment Frequency:	Quarterly

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 80 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Twenty-Four Thousand One Hundred Forty-One and 57/100 Dollars (\$24,141.57) each, and one final installment in the amount of Twenty-Four Thousand One Hundred Forty-One and 95/100 Dollars (\$24,141.95).

SUBJECT TO REVISION PRIOR TO CLOSING

APPENDIX "B"

Page 2 of 2

LOAN CLOSING FEE

Project Sponsor: City of Georgetown

Project Name: Historic District Water Line Improvements

Loan Number: X3-083-18-2210001-03

Loan Amount: \$1,650,000

.35% Loan Closing Fee: \$5,775

The Loan Closing Fee identified above shall be due and paid at the time of delivery of the Loan Agreement, Note and other required Loan closing documents.

APPENDIX "C"

Page 1 of 2

Project Sponsor: City of Georgetown

Loan Number: X3-083-18-2210001-03

PROCUREMENT REQUIREMENTS

Recycled Funds

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 1. Local newspapers of general circulation.
 2. Statewide or regional newspapers of general circulation.
 3. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
 - J. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - K. After bid opening, provide the Department with the following:
 1. Project Construction Summary For Recycled Projects (DHEC Form #1295).
 2. A certified copy of the advertisement with date(s) of publication.
 3. Detailed bid tabulation certified by Project Sponsor's engineer.
 4. Proposal of successful bidder(s).
 5. Bid bond with associated Power of Attorney.
 6. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 7. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contractor amount(s).
 8. Davis-Bacon wage rate(s) used in bidding the project.
 9. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).

APPENDIX "C"

Page 2 of 2

10. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
 11. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
 - L. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Monthly Construction Inspection Reports.
 - D. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
 - E. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

APPENDIX "D"

Page 1 of 1

SPECIAL CONDITIONS

Project Sponsor: City of Georgetown

Project Name: Historic District Water Line Improvements

Loan Number: X3-083-18-2210001-03

None

APPENDIX "E"

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA DRINKING WATER
REVOLVING LOAN FUND LOAN**

CITY OF GEORGETOWN, SOUTH CAROLINA
COMBINED PUBLIC UTILITY SYSTEM IMPROVEMENT REVENUE BOND, SERIES 2018A

FOR VALUE RECEIVED, the City of Georgetown (the "***Project Sponsor***") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "***Authority***") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Agreement (the "***Agreement***"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number X3-083-18-2210001-03, Historic District Water Line Improvements, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Loan Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part, together with any accrued interest thereon, at any time without penalty or premium; all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia, South Carolina, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Columbia, South Carolina.

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due. Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

If the Project Sponsor fails to make any payment of principal or interest within thirty (30) days of the date when due, or if the Project Sponsor defaults in the performance of any of the terms, covenants or conditions of any agreement or other documents concerning this Note, including without limitation the Agreement, the Authority may declare the principal of this Note and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to the Project Sponsor.

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments. Upon any such payment default, the Authority shall immediately avail itself of the provisions of Section 7.3 of the Agreement relating to additional security for payment of amounts due on this Note.

The Project Sponsor waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents.

The Project Sponsor shall pay all costs of collection, including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law. The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this _____ day of October, 2018.

CITY OF GEORGETOWN

[SEAL]

By: _____

Typed Name: _____

Title: _____

Attest:

Its _____

CERTIFICATE OF AUTHENTICATION

This Promissory Note is the obligation issued pursuant to the Project Sponsor's Bond Ordinance enacted on July 28, 2011, as authorized by the Project Sponsor's Series Ordinance enacted on October 18, 2018.

REGIONS BANK, TRUSTEE

By: _____, Authorized Officer

Typed Name: _____

Davis-Bacon Wage Rates Required Under Federal Appropriations Act For Subrecipients (Project Sponsors)

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2012 Federal Appropriations Act (PL 112-74), DB prevailing wage requirements were permanently applied to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a State drinking water revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The

ATTACHMENT #1

Page 2 of 2

subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.



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

ORDINANCE

DOC ID: 2613

Council Meeting Date:	18 October 2018
Department:	Finance
Issue Under Consideration:	Motion to Approve First Reading for a State Revolving Fund (SRF) Loan for the West End Sewer Rehabilitation Project not to exceed \$2,460,281.
Amount Requested:	\$2,460,281 – Not to Exceed Amount
Is Item in Current Budget?	Yes.
If no, please explain:	
Financial Impact:	Loan term is 20 years with interest rate of 1.60%. First quarterly payment due on October 1, 2019 in the amount of \$36,000.
Points to Consider:	On July 12, 2018, City Council adopted a resolution authorizing an application to the State Authority for a SRF loan. The loan application was approved on July 31, 2018.
Options:	Approve or Disapprove.
Staff Recommendations:	Approve.

Reviews:

Debra Bivens Completed 09/17/2018 4:29 PM
 Carey Smith Completed 09/17/2018 4:31 PM
 Ann U. Mercer Completed 09/18/2018 8:37 AM
 Georgetown City Council Completed 09/20/2018 5:30 AM

Attachments:

1. 1 2018B Series Ordinance (Clean Water SRF) West End Sewer Project (PDF)
2. 2 SCDOC-Loan Agreement-West End Sewer Rehab (PDF)

**MOTION TO APPROVE FIRST READING FOR A STATE REVOLVING FUND (SRF) LOAN
FOR THE WEST END SEWER REHABILITATION PROJECT NOT TO EXCEED \$2,460,281.**

A SERIES ORDINANCE

APPROVING THE FINANCING OF THE WEST END SEWER REHABILITATION PROJECT BY THE CITY OF GEORGETOWN, SOUTH CAROLINA, THROUGH THE BORROWING NOT EXCEEDING TWO MILLION FOUR HUNDRED AND SIXTY THOUSAND TWO HUNDRED AND EIGHTY ONE DOLLARS (\$2,460,281), PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF GEORGETOWN, SOUTH CAROLINA AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF GEORGETOWN, SOUTH CAROLINA TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

CITY OF GEORGETOWN, SOUTH CAROLINA

Enacted: October 18, 2018

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I - FINDINGS OF FACT

Section 1.1. Findings of Fact. Incident to the enactment of this series ordinance (this “**2018B Series Ordinance**”), the City Council of the City of Georgetown (the “**City Council**”), the governing body of the City of Georgetown, South Carolina (the “**City**”), has made the following findings:

(a) The City is a municipality incorporated under the laws of the State of South Carolina (the “**State**”) and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina 1976, as amended (the “**Act**”) to: (i) undertake a wastewater treatment and disposal project as defined and approved pursuant to the Clean Water Act, 33 U.S.C. §§1381 *et seq.*; (ii) make application for and to receive assistance from the South Carolina Water Quality Revolving Fund Authority (the “**State Authority**”); (iii) comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund (the “**Fund**”) created by the Act; (iv) apply for and receive state grants; (v) enter into loan agreements; and (vi) comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapters 17 and 21 of the Code of Laws of South Carolina 1976, as amended, permit the incurrence of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of the revenues upon the system from which such revenues are derived.

(c) The City Council has determined that, in order for the City to adequately serve its customers, it is necessary to undertake certain improvements to its sewer system. The project consists of the rehabilitation of the lines, manholes and other system infrastructure located in the West End area of the City (the “**Project**”). Upon completion, the Project will be a part of and will constitute a portion of the combined public utility system of the City (the “**System**”).

(d) On July 12, 2018, the City Council adopted a resolution authorizing an application to the State Authority for a loan from the Fund (the “**Loan**”).

(e) On July 31, 2018, the State Authority, upon review of the City’s loan application, conditionally approved the Loan.

(f) The Loan is to be made and secured pursuant to a loan agreement between the City and the State Authority (the “**Loan Agreement**”), the form of which is attached hereto as **Exhibit A** and a promissory note executed and delivered by the City, registered in the name of the State Authority (the “**Note**”), the form of which is attached as Appendix E to the Loan Agreement. Pursuant to the Loan Agreement, the City will agree to use the proceeds of the Loan only to pay the actual eligible costs of the Project, and, if deemed prudent by the City, capitalized interest on the Note pursuant to the terms of the Loan Agreement; the City will also agree to pay to the State Authority such amounts as shall be required to provide for the payment of all amounts due with

respect to the repayment of the Loan. To secure its obligations, the City will grant to the State Authority a pledge of, and a lien upon the Gross Revenues of the System (as defined in the Bond Ordinance, which term is defined below). Upon any failure of the City to make any payments to the State Authority pursuant to the Loan Agreement or the Note, the State Authority shall require the State Treasurer to pay to the State Authority, subject to provisions of the Act, such amount from the State appropriations to which the City may be or become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

- (g) The City Council is adopting this 2018B Series Ordinance in order to:
 - (i) authorize the execution and delivery of, on behalf of the City, the Loan Agreement and the Note;
 - (ii) evidence the approval of the Project and the Loan by the City Council; and
 - (iii) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this 2018B Series Ordinance.
- (h) The City is authorized, pursuant to an ordinance, entitled “AN ORDINANCE PROVIDING FOR THE RESTRUCTURING OF THE WATER AND SEWER SYSTEM TO CREATE THE COMBINED PUBLIC UTILITY SYSTEM OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AUTHORIZING THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO” enacted by the City Council on July 28, 2011, as amended on August 20, 2015 (the “**Bond Ordinance**”), to enact this 2018B Series Ordinance as a Series Ordinance thereunder and to issue the Note as a Series of Bonds thereunder; and the issuance of such Note is necessary for financing the Project. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Bond Ordinance.
- (i) The Note will not be junior to any other revenue-secured debt of City and will be issued on parity with the following Bonds (the “**Outstanding Bonds**”):¹
 - (i) \$437,398 Combined Public Utility System Improvement Revenue Bond, Series 2013A (South Carolina Water Pollution Control Revolving Loan Fund, Loan Number X1-156-13-412-13), dated September 20, 2013;
 - (ii) \$1,486,451 Combined Public Utility System Improvement Revenue Bond, Series 2013B (South Carolina Drinking Water Revolving Loan Fund, Loan Number X3-056-13-2210001-02), dated September 20, 2013;

¹ It is anticipated that at the time of the Date of Issue of the Note, the City will also have issued its not exceeding \$1,650,000 (plus capitalized interest, if any) Combined Public Utility System Revenue Bond, Series 2018A (the “**2018A Bond**”); the 2018A Bond shall also be issued on a parity with the Note and the Outstanding Bonds.

(iii) \$5,845,000 Combined Public Utility System Improvement and Refunding Revenue Bonds, Series 2015A, dated November 23, 2015;

(iv) \$5,772,000 Combined Public Utility System Refunding Revenue Bond, Series 2015B, dated November 23, 2015; and

(v) \$6,000,000 Combined Public Utility System Revenue Bond, Series 2017, dated October 12, 2017.

(j) In accordance with Section 4.01(B) of the Bond Ordinance, the City Council hereby determines that the issuance of the Note as a Series of Bonds is necessary to provide funds to be used and expended for the purpose of expanding and improving the System, which purposes are permitted by Sections 4.01(A)(1) of the Bond Ordinance. The City Council further specifies and determines as follows:

(i) The period of usefulness of the System is not less than twenty-five (25) years;

(ii) the Date of Issue of the Note shall be the date that the Note is executed and delivered as provided in Section 3.1 of this 2018B Series Ordinance;

(iii) the principal amount of the Note shall not exceed Two Million Four Hundred And Sixty Thousand Two Hundred And Eighty One Dollars (\$2,460,281), plus capitalized interest, if any; the exact principal amount (including capitalized interest) to be determined at the final disbursement of the Loan by the State Authority and Section 4.1 herein;

(iv) the Record Dates, dates for payment of interest on the Note, and the dates of maturity and the amounts thereof, shall be as set forth in the Loan Agreement;

(v) the Note is to be issued for the purpose of providing funds to defray all or a portion of the costs of the Project;

(vi) the Note shall be designated "City of Georgetown, South Carolina Combined Public Utility System Revenue Bond, Series 2018B";

(vii) the Note shall be sold to the State Authority in accordance with the Act;

(viii) the Note shall bear interest at the rate set forth in the Loan Agreement per annum;

(ix) the Note shall be issued as a single Term Bond, payable by way of equal, amortized payments as set forth in the Loan Agreement;

(x) the redemption prices and dates applicable to the Note shall be as set forth in the Loan Agreement and the Note;

(xi) the Trustee (as defined in Section 2.3 herein) shall serve as Trustee, Paying Agent and Registrar for the Note;

(xii) the Note, the form of which is attached as Appendix E to the Loan Agreement, shall be issued as a single bond in the denomination of principal amount thereof;

(xiii) the Note shall not be issued in book-entry form as permitted by Section 4.20 of the Bond Ordinance;

(xiv) the Reserve Requirement for the Note shall be as set forth in Section 3.2 hereof;

(xv) the proceeds of the Note shall be applied as set forth in the Loan Agreement;

(xvi) the 2018B Debt Service Fund shall be established as a Debt Service Fund under the Bond Ordinance as set forth in Section 2.3 of this 2018B Series Ordinance, but because the State Authority will hold the proceeds of the Note until such time as they are requisitioned for costs, no construction fund shall be established;

(xvii) the 2018B Debt Service Reserve Fund shall be established as a Debt Service Reverse Fund under the Bond Ordinance as set forth in Section 2.3 of this 2018B Series Ordinance; and

(xviii) the City has not been notified of the occurrence of any Event of Default under the Bond Ordinance, nor is it aware of any such occurrence.

[END OF ARTICLE I]

ARTICLE II – AUTHORIZATION OF THE LOAN AND ESTABLISHMENT OF FUNDS

Section 2.1 Authorization of Loan. The City Council hereby authorizes the City's acceptance of the Loan from the State Authority in an amount not exceeding \$2,460,281, plus capitalized interest, if any, pursuant to and in accordance with the provisions of the Loan Agreement.

Section 2.2 Repayment of Loan by City. The City Council hereby authorizes the repayment of the Loan by the City to the State Authority from the Gross Revenues of the System (as defined in the Bond Ordinance), or if said revenues are not sufficient, from state appropriations as the City may become entitled to, pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

Section 2.3 Establishment of Funds. There shall be established by the Chief Financial Officer (as defined in the Bond Ordinance) a 2018B Debt Service Fund and a 2018B Debt Service Reserve Fund, each to be held by Regions Bank, as Trustee (the "***Trustee***"), and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

[END OF ARTICLE II]

**ARTICLE III - LOAN AGREEMENT AND NOTE; FUNDING THE 2018B DEBT
SERVICE RESERVE FUND**

Section 3.1 Authorization of Loan Agreement and the Note. The Loan Agreement and the Note, in substantially the forms attached hereto as **Exhibit A**, with such changes as the Mayor of the City (the “**Mayor**”) (his execution to be conclusive evidence of such approval) are hereby approved, and the execution and delivery of the Loan Agreement and the Note on behalf of the City are hereby authorized and directed. The Loan Agreement and the Note shall be dated as of the Date of Issue, which is expected to be October 23, 2018; however, such Date of Issue may be subject to change in the sole discretion of the Mayor. The Loan Agreement and the Note shall be executed on behalf of the City by the Mayor, or in his absence the Mayor Pro-Tempore, and attested by the City Clerk.

Section 3.2 Provision for Funding of the 2018B Debt Service Reserve Fund. The Chief Financial Officer is hereby authorized to cause the satisfaction of the 2018B Reserve Requirement (as defined in the Loan Agreement) by funding the 2018B Debt Service Reserve Fund with cash or cash equivalents as authorized by the Bond Ordinance and as further provided for in the Loan Agreement. If required to be funded, the City, acting through the Trustee, will maintain the 2018B Reserve Requirement in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

[END OF ARTICLE III]

ARTICLE IV - MISCELLANEOUS

Section 4.1 Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this 2018B Series Ordinance and the agreements and actions herein authorized, the Mayor, the City Administrator of the City (including any Interim City Administrator), the Chief Financial Officer and the City Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the Mayor shall deem necessary or desirable. Additionally, the Chief Financial Officer is authorized to cause satisfaction of any such fees or expenses as may be required to close the Note. For the purposes herein and as defined in the Bond Ordinance, the Chief Financial Officer is that employee of City holding the title of Finance Director of the City.

Section 4.2 Ordinance a Contract. This 2018B Series Ordinance shall constitute a contract between the City and the State Authority, and shall be enforceable as such against the City.

Section 4.3 Effective Date. This 2018B Series Ordinance shall become effective upon enactment by the City Council.

Section 4.4 Continuing Disclosure. The City covenants to file with the State Authority and with a central repository for availability in the secondary bond market when requested:

- (a) an annual independent audit, within thirty days of City's receipt of the audit; and
- (b) event specific information within thirty (30) days of an event adversely affecting more than five percent of City's customer base.
- (c) In the event the City fails to comply with the requirements of this Section 4.4, the only remedy shall be an action of specific performance.

[END OF ARTICLE IV]

DONE, RATIFIED AND ENACTED this 18th day of October, 2018.

**CITY OF GEORGETOWN,
SOUTH CAROLINA**

(SEAL)

Mayor

Attest:

City Clerk
City of Georgetown, South Carolina

First Reading: September 20, 2018
Second Reading: October 18, 2018

EXHIBIT A
FORM OF THE LOAN AGREEMENT

Office of Local Government
State Revolving Funds



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

STATE WATER POLLUTION CONTROL REVOLVING FUND
FY 2018 LOAN CLOSING PACKAGE
FOR
CITY OF GEORGETOWN

Re: West End Sewer Rehabilitation
Loan No. X1-204-18-412-15

Contents:

1. Sample Bond Counsel and Attorney Opinion Letters
2. Model Debt Service Fund and Debt Service Fund Agreement
3. Loan Agreement and Form of Promissory Note

On behalf of the South Carolina Water Quality Revolving Fund Authority, the Office of Local Government is pleased to provide the City of Georgetown with this package of material for finalizing an SRF Loan.

For further information or assistance contact:

Patricia A. Comp
Loan Programs Director
(803) 737-3808
tcomp@ria.sc.gov

August 15, 2018

LOAN AGREEMENT
between
SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY
and
CITY OF GEORGETOWN

Dated

October ____, 2018

relating to

West End Sewer Rehabilitation

South Carolina Water Pollution Control Revolving Fund
Loan Number: X1-204-18-412-15

No. ____ of Two Executed Original Counterparts

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LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ____ day of October, 2018, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**") and the CITY OF GEORGETOWN, a municipal corporation of the State of South Carolina (the "**Project Sponsor**").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the South Carolina Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act); and

WHEREAS, the Act authorizes Project Sponsors, among other things, to undertake Projects, to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund, together with interest thereon; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's combined public utility system consisting of a waterworks system, a sewer system and an electric system (the "**System**"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on July 28, 2011 entitled "AN ORDINANCE PROVIDING FOR THE RESTRUCTURING OF THE WATER AND SEWER SYSTEM TO CREATE THE COMBINED PUBLIC UTILITY SYSTEM OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AUTHORIZING THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF GEORGETOWN, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO", as amended on August 20, 2015 (the "**Bond Ordinance**");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE I

LOAN

SECTION 1.1. Loan Made and Accepted; Repayment. In consideration of the mutual promises of this Agreement, and upon and subject to its terms and conditions, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan herein provided for (the "***Loan***"). The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "***Note***") registered in the name of the Authority. The amount of the Loan (the "***Loan Amount***"), the interest rate on the Loan and the repayment schedule with respect to the Loan (the "***Repayment Schedule***") shall be as set forth in Appendix "B" hereto, as may be changed or modified pursuant to Section 1.4 hereof; the terms and form of the Note are set out in Appendix "E". The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix "B", as modified, on the due date of any such payment.

SECTION 1.2. Purpose Limited to Project. The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project. The Project is described in Appendix "A" and more specifically as approved in the Project files of the Department. Except to the extent otherwise approved in writing by the Authority, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department. Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them.

SECTION 1.3. Disbursements.

1.3.1. The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred, actual eligible costs up to the Loan Amount and by category as provided in this Agreement.

1.3.2. For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement, the Project Sponsor shall designate a single officer or employee (the "***Sponsor Representative***") prior to the first disbursement request.

1.3.3. In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor, any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor. In those cases when the Project Sponsor is seeking funds with which to pay incurred Project costs, any check for disbursement from the Fund to pay such costs may, at the option of the Authority, be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project. Such check will be mailed to the Project Sponsor.

1.3.4. Before any disbursement, the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1.6 hereof.

1.3.5. Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. The Project Sponsor may not request a disbursement until all construction contracts are signed. The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories "Planning and Design Engineering", "Land Acquisition", and "Legal and Appraisal Fees" which appear in the Project Budget in Appendix "A" hereto. The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department. Unless the Authority otherwise approves, when the Project budget indicates that the Loan shall bear only a portion of the eligible costs of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the "*Permit to Operate*"). No disbursement requests will be accepted more than one hundred eighty (180) days after the date of such Permit to Operate.

1.3.7. The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty-one (21) days before the day disbursement is needed and may limit draw requests to one per month. The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty-one (21) days of receiving such request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor. Processing on shorter notice or faster schedule shall not amend this provision.

SECTION 1.4. Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule.

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the "*Payment Initiation Date*") is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in eighty (80) equal, or approximately equal, quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in the following Section 1.4.2. The Interest Rate is fixed for the term of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

1.4.2. (a) At the written request of the Project Sponsor, submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix "B", the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix "B", or (ii) thirty (30) months from the first day of the month following the date of this Agreement, or (iii) the first day of the month following the date of the Permit to Operate issued by the Department for the operation of the Project.

(b) In the event the Permit to Operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix "B", the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the Permit to Operate, or the term of the Loan be shortened by a minimum of three (3) months.

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund. Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date.

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project.

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix "B" shall be modified to reflect (i) changes in the Loan Amount, (ii) extension or acceleration of the Payment Initiation Date, and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor.

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that:

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount;

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in eighty (80) equal, or substantially equal, quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment, or payments, due under the revised Repayment Schedule.

(g) For purposes of the Repayment Schedule, any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date.

1.4.3. Any change in the Loan Amount, extension or acceleration of the Payment Initiation Date or modification of the Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix "B" hereto reflecting any such change or modification. In connection with any such change or modification, the Authority may, but need not, impose new terms and conditions, including cancellation of the Note and execution of a new Note.

SECTION 1.5. Deadline for Borrowing and Termination of Promise to Lend. The Authority, in its sole discretion, may terminate its promise to lend all of, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Sponsor has not entered into all construction contracts applicable to the Project within six (6) months of the date of this Agreement; or

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred eightieth (180th) day following the date of the Permit to Operate issued by the Department for the Project; or

1.5.3. An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available); or

1.5.4. A circumstance arises or becomes known which, in the Authority's sole discretion and opinion, (a) substantially impairs the ability of the Project Sponsor to complete the Project, to operate the Project or to repay the Loan, or (b) substantially impairs the merit of the Project.

SECTION 1.6. Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions:

1.6.1. The Project Sponsor's representations and warranties shall remain true and correct;

1.6.2. No Event of Default shall have occurred under this Agreement or the Note;

1.6.3. The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5; and

1.6.4. There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows:

SECTION 2.1. Status of Project Sponsor. The Project Sponsor is a municipal corporation of the State of South Carolina (the "*State*"), authorized to acquire and construct the Project and to operate the Project and provide wastewater treatment services.

SECTION 2.2. Financial Statements. The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority. All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement, and no material adverse change with respect to the Project Sponsor has occurred.

SECTION 2.3. Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened, which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project for revenue.

SECTION 2.4. No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected.

SECTION 2.5. Ownership of Premises. The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and of the System as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which the Project Sponsor has or will have its collection or trunk lines, manholes, pump stations and the like, including those to be a part of the Project and otherwise. Property of which the Project Sponsor has taken possession pursuant to Section 28-2-90 of the South Carolina Eminent Domain Procedure Act (Title 28, Chapter 2, Code of Laws of South Carolina, 1976, as amended), and in connection with which no action pursuant to Section 28-2-470 of such statute has been instituted within thirty (30) days of the

condemnation notice with respect to such property, shall be deemed owned in fee simple by the Project Sponsor pursuant to this Section 2.5. The Project Sponsor has good record title to the real property described above (or has possession pursuant to the Eminent Domain Procedure Act, as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor. With respect to the personal property and fixtures of the Project Sponsor necessary or convenient to the System and its operation, there are no liens or other claims of record against such property or other evidence of adverse ownership, and the Project Sponsor owns such personal property and fixtures in fee simple without conflicting claim of ownership.

SECTION 2.6. Other Project Arrangements. The Project Sponsor has secured the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

SECTION 2.7. No Construction Default. Neither the Project Sponsor nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

SECTION 2.8. No Default. There is no default on the part of the Project Sponsor under this Agreement or the Note, and no event has occurred and is continuing, which, with notice or the passage of time would constitute a default under any part of this Agreement or the Note.

SECTION 2.9. Effect of Draw Request. Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance, that no breach of other provisions hereof has occurred, and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest thereon have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE III

COVENANTS

SECTION 3.1. Contract Award, Construction Inspection and Completion.

3.1.1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.

3.1.2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.

3.1.3 The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed pursuant to the Project Schedule also defined in Appendix "A" hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan participation.

3.1.4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan and commits itself to complete the construction of the operable treatment works and to complete the treatment system of which this Project is a part.

SECTION 3.2. Disbursements. The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

SECTION 3.3. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and, to the extent permitted by law, shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their negligence.

SECTION 3.4. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the System and its operation. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party.

SECTION 3.5. Accounting and Auditing.

3.5.1. Accounting. The Project Sponsor shall account for the Project and System in accordance with generally accepted accounting principles (GAAP), including financial, statistical, property, and supporting documentation. All accounting records shall be kept using GAAP accounting, and applying all relevant Government Accounting Standards Board (GASB) pronouncements, including GASB Statement No. 34 relating to the reporting of infrastructure assets.

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority a copy of its latest long-term, unenhanced underlying rating, affirmation thereof, and any new or updated credit report on the System and/or any Parity Debt, as defined in Section 4.3.1 herein, from S & P Global Ratings, or its respective successors and assigns, ("**S&P**") or Moody's Investors Service, Inc., or its respective successors and assigns, ("**Moody's**"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks/reports, CreditWatch placements, ratings changes or downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

SECTION 3.7. Insurance. The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note:

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in an amount equal to the replacement cost of the Project;

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System;

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time; and

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the

repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingency Fund.

SECTION 3.8. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project or the System.

SECTION 3.9. Adequate Rates. The Project Sponsor shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System as shall be sufficient to meet the requirements of this Agreement, and the Project Sponsor specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

3.9.1. To maintain any debt service funds and provide for the punctual payment of the principal of and interest on the Note and any other indebtedness of the Project Sponsor payable from revenues of the System that may from time to time hereafter be outstanding;

3.9.2. To maintain any Debt Service Reserve Fund required by this Agreement in accordance with the provisions hereof;

3.9.3. To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

3.9.4. To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order; and

3.9.5. To discharge all other obligations imposed by this Agreement and by the Bond Ordinance.

The Project Sponsor further covenants and agrees that it shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System which, together with other income, are reasonably expected to yield annual Net Earnings, as defined in the Bond Ordinance, in any fiscal year equal to the greater of (i) one hundred ten percent (110%) of the annual principal and interest on all debt paid from or secured by revenues of the System; or (ii) such other percentage of the annual principal and interest on all debt secured by revenues of the System as the Project Sponsor shall have covenanted that its Net Earnings would meet with respect to other outstanding indebtedness of the System.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less

frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

SECTION 3.11. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will submit to the Authority event specific information within thirty (30) days of an event adversely affecting more than five (5) percent of revenues of the System and any other information which is otherwise required to be released to a municipal bond information repository service.

SECTION 3.12. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.

SECTION 3.13. Inspection and Information. On reasonable notice, the Authority or the Department shall have for its own convenience and benefit, and without obligation to the Project Sponsor or any third party, the right to audit the books and records of the Project Sponsor as they may pertain to or affect the System and this Agreement and to enter upon the premises to inspect the Project. The Project Sponsor shall cause its architects, engineers, contractors, and auditors to cooperate during such inspections including making available any documents, records, reports or other materials pertinent to the Project and the inspection. The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor's compliance with this Agreement.

SECTION 3.14. Consent to Changes. Without consent of the Authority and Department, the Project Sponsor shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project or the System. The Project Sponsor shall not divide the Project into component projects in order or in effect, so as to defeat the provisions of this Agreement. The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, mortgage or otherwise encumber the Project, the System or the revenues derived therefrom during the term of this Agreement without the express prior written approval of the Authority.

SECTION 3.15. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

3.15.2. It will permit no free service to be rendered, or use to be made of the services and facilities of the System and for the services and facilities of the System used by the Project Sponsor, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue so received from the Project Sponsor shall be deemed revenue derived from the operation of the System, and

shall be accounted for in the same manner as other revenues of the System;

3.15.3. It will permit no customer to be connected to the System, or to receive any service afforded by the System, unless such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force;

3.15.4. It will maintain in effect rules and regulations requiring connection to the System by all persons within the jurisdiction of the Project Sponsor to whom the services of the System shall be available and shall impose availability fees and charges with respect to customers and properties within its corporate limits to which or whom service is available but which or who have not connected into the System; and

3.15.5. So long as any amount due with respect to the Note is unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State, and the Project Sponsor hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the System, necessary or useful, and the Project Sponsor further obligates itself and covenants and agrees with the Authority to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Agreement.

ARTICLE IV
ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

SECTION 4.1. Establishment of Gross Revenue Fund, Debt Service Fund, Operation and Maintenance Fund, and Depreciation and Contingency Fund. Beginning on the first day of the month following the delivery of the Note, except with respect to the Debt Service Fund, and continuing until all amounts due with respect to the Note have been paid in full, the following funds shall be established and maintained:

4.1.1. The Project Sponsor shall establish a Gross Revenue Fund, defined as the Enterprise Revenue Fund in the Bond Ordinance, into which shall be placed all receipts, income and revenue that the Project Sponsor shall derive, directly or indirectly, from the ownership of the System. Moneys in the Gross Revenue Fund may be withdrawn on order of the Project Sponsor, but shall be made use of only in the manner and in the order of priority specified in Section 4.3 hereof.

4.1.2. Beginning in the month of the Payment Initiation Date, the Project Sponsor shall provide for the establishment of a Series 2018B Debt Service Fund (the "*Debt Service Fund*") as a means of providing for the payment of the principal and interest on the Note as the same shall fall due. Moneys in the Debt Service Fund shall be used solely to pay the principal of and interest on the Note, and for no other purpose. The Debt Service Fund shall be kept in the complete custody and control of the Trustee, as defined in Section 4.4 herein and as established under the Bond Ordinance as a Debt Service Fund. Withdrawals from the Debt Service Fund shall be made only by the Trustee who shall transmit to the Authority the sums required to pay principal and interest on the Note as the same fall due.

4.1.3. The Project Sponsor shall establish an Operation and Maintenance Fund in order to provide for the payment of all expenses incurred in connection with the administration and operation of the System, and such expenses as may be reasonably necessary to preserve the System in good repair and working order.

4.1.4. The Project Sponsor shall establish a Depreciation and Contingency Fund in order to provide a reasonable reserve for the depreciation of the System, for contingencies and for improvements, betterments and extensions to the System. Moneys in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the System; for improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order; to defray the cost of unforeseen contingencies and extraordinary repairs to the System; to prevent defaults of Bonds and Junior Lien Bonds (as such terms are defined in the Bond Ordinance); and for optional redemption of Bonds or Junior Lien Bonds.

4.1.5. In the event the Project Sponsor shall have established funds analogous to, or serving the purpose of, the funds required to be established by this Article IV, such funds may be continued and employed for the purposes of this Agreement, and the Project Sponsor shall not be required to establish duplicate funds.

SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. Based on the Project Sponsor's receipt of a long-term, underlying rating on the System and/or any Parity Debt in at least the "A" category from S&P or Moody's respectively, and from each, if both S&P and Moody's issued ratings, and the submission of such with its Loan application to the Authority, the Debt Service Reserve Fund Requirement with respect to the Note (the "**Reserve Requirement**") shall initially equal zero and shall continue to be zero subject to provisions of the following Section 4.2.2. At such time as the Reserve Requirement is greater than zero as provided in Section 4.2.2, the Project Sponsor shall establish, and there shall be maintained for the security of the Note, a Series 2018B Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") to provide a reserve for payment of principal of and interest on the Note.

4.2.2. (a) The Reserve Requirement shall continue to be zero if the Project Sponsor fully complies with all requirements of Section 3.6 herein for submitting S&P/Moody's ratings/affirmations/credit reports and for immediately providing any other rating agency actions related to the System and/or any Parity Debt, and all such ratings are maintained in at least the "A" category

(b) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement shall immediately increase to the maximum annual amount due on the Note, and the Project Sponsor shall meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of the rating for the System and/or any Parity Debt.

(c) In the event the Reserve Requirement is ever increased as provided in Section 4.2.2(b) above due to a ratings downgrade or loss and is subsequently upgraded to the level established in Section 4.2.2(a), then the Reserve Requirement shall revert to zero and any excess money in the Debt Service Reserve Fund shall be applied as provided in Section 4.4.3 hereof.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note and shall be held and administered by the Trustee or State Treasurer's Office, as permitted by the Bond Ordinance. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes.

4.2.4. Prior to the delivery of this Agreement to the Authority, the Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to provisions of this Section 4.2, funds in an amount, or investments permitted by subsection 4.4.3 having a

value, equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to subsection 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established, funds in an amount equal to such increase in the Reserve Requirement.

SECTION 4.3. Disposition of Revenues. All revenues derived from the operation of the System shall be deposited in the Gross Revenue Fund. Beginning in the month following the delivery of this Agreement with respect to payments pursuant to Sections 4.3.2 to 4.3.6, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to Section 4.3.1, withdrawals from the Gross Revenue Fund shall be made on or before the Business Day, as defined in the Bond Ordinance, which is five (5) Business Days prior to the end of each month in the following order of priority:

4.3.1. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the Debt Service Fund. Simultaneously with making the monthly deposit in the Debt Service Fund required by this Section 4.3.1, the Project Sponsor shall deposit (a) in a fund for the payment of amounts due with respect to the September 20, 2013 promissory note of the Project Sponsor to the Authority from the Fund relating to loan number X1-156-13-412-13 (the **"2013A Revenue Bond"**), the monthly fraction of the next payment of principal and interest to become due on the 2013A Revenue Bond; (b) in a fund for the payment of amounts due with respect to the September 20, 2013 promissory note to the Authority relating to loan number X3-056-13-2210001-02 from the South Carolina Drinking Water Revolving Loan Fund (the **"Drinking Water Fund"**), (the **"2013B Revenue Bond"**), the monthly fraction of the next payment of principal and interest to become due on the 2013B Revenue Bond; (c) in a fund for the payment of amounts due with respect to the Project Sponsor's Combined Public Utility System Improvement and Refunding Revenue Bonds, Series 2015A (the **"2015A Revenue Bonds"**), the monthly fraction of the next payment of principal and interest to become due on the 2015A Revenue Bonds; (d) in a fund for the payment of amounts due with respect to the Project Sponsor's Combined Public Utility System Refunding Revenue Bond, Series 2015B (the **"2015B Revenue Bond"**), the monthly fraction of the next payment of principal and interest to become due on the 2015B Revenue Bond; (e) in a fund for the payment of amounts due with respect to the Project Sponsor's Combined Public Utility System Revenue Bond, Series 2017 (the **"2017 Revenue Bond"**), the monthly fraction of the next payment of principal and interest to become due on the 2017 Revenue Bond; (f) in a fund for the payment of amounts due with respect to the Project Sponsor's October __, 2018 promissory note to the Authority relating to loan number X1-204-18-412-15 from the Fund, (the **"2018B Revenue Bond"**), the monthly fraction of the next payment of principal and interest to become due on the 2018B Revenue Bond; and (g) into a fund or funds for the payment of amounts due with respect to any obligations of the Project Sponsor (the **"Obligations"**) secured by a pledge of revenues on a parity with the pledge securing the Note, the 2013A Revenue Bond, the 2013B Revenue Bond, the 2015A Revenue Bonds, the 2015B Revenue Bond, the 2017 Revenue Bond, and the 2018A Revenue Bond, the monthly fraction or fractions of the next payment or payments due on any such Obligation or Obligations. The 2013A Revenue Bond, the 2013B Revenue Bond, the 2015A Revenue

Bonds, the 2015B Revenue Bond, the 2017 Revenue Bond, the 2018A Revenue Bond, and the Obligations are hereinafter sometimes referred to as "**Parity Debt**". In the event amounts available for payments into the funds with respect to the Note and all Parity Debt are not sufficient to make all payments then required to be made, such available amounts shall be deposited into such funds on a pro rata basis.

4.3.2. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount necessary to fully meet the Reserve Requirement, and such deposits shall begin in the month following a ratings downgrade or loss and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in subsection 4.2.4 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-fourth (1/4) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) Nothing in Sections 4.3.2(a), (b) or (c) shall preclude the Project Sponsor from fully reestablishing the Reserve Requirement in a more timely fashion than so prescribed.

4.3.3. If, in any month, for any reason, the Project Sponsor shall fail to pay all or any part of the money it has herein agreed to pay into said Debt Service Fund or Debt Service Reserve Fund, the amount of any such deficiency shall be added to and shall become a part of the amount due and payable into said Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

4.3.4. There shall be deposited into the Operation and Maintenance Fund that sum which has been currently determined by the Project Sponsor to be the cost of operating and maintaining the System for the next ensuing month.

4.3.5. Provision shall then be made for payment of interest and any fees or penalties on amounts advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as contemplated in Section 7.04(D) of the Bond Ordinance.

4.3.6. There shall be deposited in the Depreciation and Contingency Fund that sum which is one-twelfth (1/12) of the sum determined by the Project Sponsor to be needed for the Depreciation and Contingency Fund for the then current fiscal year.

4.3.7. Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Note and any Parity Debt in the order of priority contemplated by the proceedings authorizing their issuance.

4.3.8. Any revenues remaining after the foregoing deposits have been made shall be disposed of for any lawful purpose in such manner as the Project Sponsor shall from time to time determine.

SECTION 4.4. Concerning the Debt Service Fund. The Debt Service Fund established pursuant to Section 4.1.2 hereof shall be established with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Trustee*") chosen by the Project Sponsor with the written approval of the Authority. The Debt Service Fund shall be held and administered by the Trustee in accordance with the provisions of the Bond Ordinance and the following provisions of this Section 4.4. The Trustee shall acknowledge and accept its duties and responsibilities with respect to the Debt Service Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Trustee shall notify the Authority in writing of the date of the establishment of the Debt Service Fund, the account number and the initial amount of the deposit into this fund. If the Project Sponsor fails to deposit the amount required by this Agreement at the time required for such deposit, the Trustee, no later than the third day after the date on which such deposit is to be made, shall provide written notification to the Project Sponsor, with a copy to the Authority, of the amount required for deposit into the Debt Service Fund pursuant to the provisions of this Agreement.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note.

4.4.3. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over all amounts remaining in the Debt Service Fund in accordance with written directions from the Project Sponsor delivered to the Trustee and the Trustee shall thereafter have no further responsibilities under this Agreement.

ARTICLE V
EVENTS OF DEFAULT

SECTION 5.1. Events of Default. The following occurrences shall constitute Events of Default hereunder:

(A) The Project Sponsor fails to comply with any of the covenants, terms and conditions made in this Agreement;

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement;

(C) Any representation, warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue, incorrect or misleading in any material respect;

(D) The Project Sponsor makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument;

(E) Dissolution of the existence of the Project Sponsor;

(F) Any legal or equitable action is commenced against the Project Sponsor which, if adversely determined, could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement;

(G) Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for forty-five (45) days or is abandoned; and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor, and following request by the Authority, the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred.

ARTICLE VI

REMEDIES

SECTION 6.1. Acceleration. Upon the occurrence of an Event of Default, the Authority, acting through the Trustee and subject to the provisions of the Bond Ordinance, may, by notice in writing to the Project Sponsor, declare the principal balance of the Note immediately due and payable; and such amount and all interest accrued thereon shall become and be immediately due and payable, anything in the Note or in this Agreement to the contrary notwithstanding. In such event, there shall be due and payable on the Note an amount equal to the total principal amount disbursed on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment.

SECTION 6.2. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority, subject to provisions of the Bond Ordinance, may proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

(A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act;

(B) Suit upon all or any part of the Note;

(C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority;

(D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; and

(E) Enforcement of any other right of the Authority including the right to make application for the appointment of a receiver to administer and operate the System.

SECTION 6.3. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 6.4. Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII

SECURITY

SECTION 7.1. Pledge of Revenues. For the payment of the Note and as security for its other obligations under this Agreement, the Project Sponsor hereby grants to the Authority a pledge of, and lien upon, all revenues derived by the Project Sponsor from the operation of the System and all funds and accounts of the Project Sponsor derived from such revenues. Such pledge and lien upon the Gross Revenues of the System, as defined in the Bond Ordinance, shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.1) and shall at all times and in all respects be and remain superior to any pledges made to secure any other obligations of the Project Sponsor payable from the Gross Revenues of the System except to the extent otherwise agreed to in writing by the Authority. Parity Debt may be issued only in compliance with Article IV of the Bond Ordinance or, if the Bond Ordinance is no longer in effect, only with the prior written approval of the Authority.

SECTION 7.2. Statutory Lien. As additional security for the obligations of the Project Sponsor under this Agreement, there is hereby granted to the Authority a statutory lien upon the System, pursuant to Section 6-21-330 of the Code of Laws of South Carolina, 1976, as amended.

SECTION 7.3. Additional Security. Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement, the Authority shall, without further action, require the State Treasurer to pay to the Authority, subject to the provisions of the Act, the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid.

ARTICLE VIII

SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in a National Pollutant Discharge Elimination System permit (the "**NPDES Permit**"). It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 8.2. Standard Conditions. The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the Project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator of the Environmental Protection Agency, the Comptroller General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(B) Pursuant to requirements of the Federal Water Pollution Control Act, as amended on June 10, 2014 (the "**Federal Act**"), the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. See Attachment #1.

(C) The Project Sponsor shall not presently be debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

(D) The Project shall comply with "American Iron and Steel" provisions, as set forth in the Federal Act and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

(E) Pursuant to requirements of Section 603(d)(1)(E) of the Federal Act, the Project Sponsor of a project involving the repair, replacement or expansion of a publicly owned treatment works shall develop and implement a fiscal sustainability plan ("**FSP**") or certify that it has developed and implemented such a plan. Sponsors with an existing and implemented FSP shall certify to that effect before the loan closing date. Sponsors developing an FSP must submit a certification that an FSP has been developed, and will be implemented, by the date of the final loan disbursement.

ARTICLE IX

GENERAL CONDITIONS

SECTION 9.1. No Waiver. No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder.

SECTION 9.2. Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority.

SECTION 9.3. Evidence. Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and the Authority shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

SECTION 9.4. No Beneficiaries. All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

SECTION 9.5. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction.

SECTION 9.6. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Project Sponsor:

City of Georgetown
1134 North Fraser Street
Georgetown, South Carolina 29440

Attention: City Administrator

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, South Carolina 29201

Attention: Patricia A. Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 9.7. No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Project Sponsor. The Authority shall not be in any way liable or responsible by reason of the provisions hereof, to the Project Sponsor or any third party, for the payment of any claims in connection therewith.

SECTION 9.8. Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 9.9. Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 9.10. Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 9.11. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12. Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 9.13. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 9.14. Appendices. The appendices attached to this Agreement are a part of it.

SECTION 9.15. Special Conditions. The Statements of Special Conditions in Appendix "D" shall govern the matters they address.

SECTION 9.16. Time of Essence. Time is of the essence of this Agreement.

SECTION 9.17. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF GEORGETOWN

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

APPENDIX "A"

Page 1 of 3

SCOPE OF WORK

Project Sponsor: City of Georgetown

Project Name: West End Sewer Rehabilitation

Loan Number: X1-204-18-412-15

Rehabilitation of approximately 18,700 linear feet (LF) of gravity sewer lines and 305 vertical feet of manholes. 17,269 LF of the gravity sewer lines will be rehabilitated using trenchless technologies and the remaining 1,428 LF of gravity sewer lines will be rehabilitated by open-cut.

APPENDIX "A"

Page 2 of 3

PROJECT BUDGET

Project Sponsor: City of Georgetown
 Project Name: West End Sewer Rehabilitation
 Loan Number: X1-204-18-412-15

<u>ITEM</u>	<u>CWSRF LOAN</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering	\$ 164,250	\$ 164,250
Legal and Appraisal Fees	35,000	35,000
Construction	2,031,247	2,031,247
Construction Contingency	183,534	183,534
Construction Inspection and Engineering	<u>46,250</u>	<u>46,250</u>
Total	\$2,460,281	\$2,460,281

9/10/18 Revision

SUBJECT TO REVISION PRIOR TO CLOSING

APPENDIX "A"

Page 3 of 3

PROJECT SCHEDULE

Project Sponsor: City of Georgetown
Project Name: West End Sewer Rehabilitation
Loan Number: X1-204-18-412-15

<u>ACTION</u>	<u>DATE</u>
Bid Opening	September 5, 2018
Contract Execution	October 22, 2018
Notice to Proceed	October 22, 2018
Start of Construction	November 5, 2018
DHEC Permit to Operate	July 1, 2019

SUBJECT TO REVISION PRIOR TO CLOSING

APPENDIX "B"

Page 1 of 2

REPAYMENT SCHEDULE

Project Sponsor: City of Georgetown

Project Name: West End Sewer Rehabilitation

Loan Number: X1-204-18-412-15

Loan Amount: \$2,460,281

Payment Initiation Date: July 1, 2019

Interest Rate: 1.60% per annum

First Payment Due Date: October 1, 2019

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 80 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Thirty-Five Thousand Nine Hundred Ninety-Seven and 00/100 Dollars (\$35,997.00) each, and one final installment in the amount of Thirty-Five Thousand Nine Hundred Ninety-Seven and 27/100 Dollars (\$35,997.27).

9/10/18 Revision

SUBJECT TO REVISION PRIOR TO CLOSING

APPENDIX "B"

Page 2 of 2

LOAN CLOSING FEE

Project Sponsor: City of Georgetown
Project Name: West End Sewer Rehabilitation
Loan Number: X1-204-18-412-15

Loan Amount: \$ 2,460,281

.35% Loan Closing Fee: \$ 8,611

The Loan Closing Fee identified above shall be due and paid at the time of delivery of the Loan Agreement, Note and other required Loan closing documents. Such fee is not reimbursable through the Loan.

9/10/18 Revisions

SUBJECT TO REVISION PRIOR TO CLOSING

APPENDIX "C"

Page 1 of 2

Project Sponsor: City of Georgetown

Loan Number: X1-204-18-412-15

PROCUREMENT REQUIREMENTSRecycled Funds

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 1. Local newspapers of general circulation.
 2. Statewide or regional newspapers of general circulation.
 3. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
 - J. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - K. After bid opening, provide the Department with the following:
 1. Project Construction Summary For Recycled Projects (DHEC Form #1295).
 2. A certified copy of the advertisement with date(s) of publication.
 3. Detailed bid tabulation certified by Project Sponsor's engineer.
 4. Proposal of successful bidder(s).
 5. Bid bond with associated Power of Attorney.
 6. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 7. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contractor amount(s).
 8. Davis-Bacon wage rate(s) used in bidding the project.
 9. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
 10. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.

APPENDIX "C"

Page 2 of 2

11. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
 - L. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Monthly Construction Inspection Reports.
 - D. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
 - E. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

APPENDIX "D"

Page 1 of 1

SPECIAL CONDITIONS

Project Sponsor: City of Georgetown

Project Name: West End Sewer Rehabilitation

Loan Number: X1-204-18-412-15

None.

APPENDIX "E"

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA WATER POLLUTION CONTROL
REVOLVING FUND LOAN**

CITY OF GEORGETOWN, SOUTH CAROLINA
COMBINED PUBLIC UTILITY SYSTEM IMPROVEMENT REVENUE BOND, SERIES 2018B

FOR VALUE RECEIVED, the City of Georgetown (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Loan Agreement (the "*Agreement*"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number X1-204-18-412-15, West End Sewer Rehabilitation, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part, together with any accrued interest thereon, at any time without penalty or premium; all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia, South Carolina, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Columbia, South Carolina.

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due. Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

If the Project Sponsor fails to make any payment of principal or interest within thirty (30) days of the date when due, or if the Project Sponsor defaults in the performance of any of the terms, covenants or conditions of any agreement or other documents concerning this Note, including without limitation the Agreement, the Authority may declare the principal of this Note and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to the Project Sponsor.

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments. Upon any such payment default, the Authority shall immediately avail itself of the provisions of Section 7.3 of the Agreement relating to additional security for payment of amounts due on this Note.

The Project Sponsor waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents.

The Project Sponsor shall pay all costs of collection, including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law. The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this ____ day of October, 2018.

CITY OF GEORGETOWN

[SEAL]

By: _____

Typed Name: _____

Title: _____

Attest:

Its _____

CERTIFICATE OF AUTHENTICATION

This Promissory Note is the obligation issued pursuant to the Project Sponsor's Bond Ordinance enacted on July 28, 2011, as authorized by the Project Sponsor's Series Ordinance enacted on October 18, 2018.

REGIONS BANK, TRUSTEE

By: _____, Authorized Officer

Typed Name: _____

**Davis-Bacon Wage Rates Required Under Federal Clean Water Act
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the Federal Clean Water Act, as amended on June 10, 2014, DB prevailing wage requirements were permanently applied to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a State drinking water revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

ATTACHMENT #1

Page 2 of 2

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.



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

ACTION ITEM

DOC ID: 2626

Council Meeting Date:	18 October 2018
Department:	Finance
Issue Under Consideration:	Motion to Purchase Sixty (60) Personal Computer Towers for all City Departments from Dell for a not to exceed amount of \$36,000.
Amount Requested:	\$36,000.00
Is Item in Current Budget?	Yes.
If no, please explain:	
Financial Impact:	Budgeted from Capital Project and Enterprise Funds.
Points to Consider:	It has been eight (8) years since our last computer refresh. The City should maintain up to date PCs to avoid computer downtime.
Options:	Approve or Disapprove.
Staff Recommendation:	Approve.

Reviews:

Debra Bivens Completed 10/09/2018 4:01 PM
 Carey Smith Completed 10/10/2018 11:55 AM
 Ann U. Mercer Completed 10/10/2018 1:59 PM
 Georgetown City Council Pending 10/18/2018 5:30 PM

Attachments:

1. 1 PC Refresh Quote Analysis (PDF)
2. 2 PCRefresh Quote - Dell (PDF)
3. 3 PC Refresh Quote - CDW-G (PDF)
4. 4 PC Refresh Quote - HTC (PDF)

Updated: 10/9/2018 4:00 PM by Debra Bivens (Page 1)

PC Refresh Quote Breakdown

Preface: All PCs are spec'd out as closely part-wise as possible. If there are any variance it is vendor specific. These PCs employ mid-level CPUs to ensure adaptability to future needs.

Dell Inc. – Dell OptiPlex 3050 - \$35,322.84

Pros

- The City has had great success with Dell PCs. The current crop have, in most cases, lasted the City nearly 8 years.
- Small form factor (box size) which the City currently employs.
- This model is sold with Windows 7 and Windows 10 licensing. Windows 7 is preloaded, so there should not be any compatibility issues with any applications we currently run. At a point it becomes necessary these PCs can be upgraded to Windows 10.
- 3 year warranty. (additional years available for purchase)
- No shipping cost.

Cons

- This model of Optiplex only has digital video outputs. With only Display Port and HDMI connectors the City may have to spend upwards of \$1000 in adapters since we are not purchasing new monitors with PCs.

CDW-G – HP 280 G2 - \$35,817.63

Pros

- HP, much like Dell, is a known industry leader that has provided dependable desktop solutions for business and government for decades now.
- Small form factor (box size) which the City currently employs.
- This model is sold with Windows 7 and Windows 10 licensing. Windows 7 is preloaded, so there should not be any compatibility issues with any applications we currently run. At a point it becomes necessary these PCs can be upgraded to Windows 10.
- This model features an analog video connector along with an HDMI connector. The combination of analog and digital connectors could save the City some cost on adapters for monitors

Cons

- 1 year warranty. (additional years available for purchase)
- Shipping Cost

HTC Inc. – Dell OptiPlex 3050 - \$42,457.80

(HTC is a reseller of Dell products; however their distributors do not necessarily offer the same configurations as Dell Inc.)

- Higher price



A quote for your consideration!

Total: \$35,322.84

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000028546840.1	Sep. 5, 2018	Oct. 5, 2018	16436851

Company name:	Customer number:	Phone:
CITY OF GEORGETOWN	27894259	(843) 545-4043

Billing Information:

CITY OF GEORGETOWN
PO BOX 939
GEORGETOWN
SC 29442-0939
US
(843) 545-4043

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 3050 SFF	60	\$550.20	\$33,012.00
Subtotal:			\$33,012.00
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$0.00
Taxable Amount:			\$33,012.00
Estimated Tax:			\$2,310.84
Total:			\$35,322.84

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Attachment: PCRefresh Quote - Dell (2626 : PC Refresh)

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
ACCOUNTS PAYABLE	(843) 545-4042	Standard Delivery	120 N FRASER ST GEORGETOWN SC 29440 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 SFF	60	\$550.20	\$33,012.00
	Estimated delivery date: Sep. 12, 2018			
	Contract No: WN29AGW			
	Customer Agreement No: 4400011358			
210-AKHP	OptiPlex 3050 Small Form Factor BTX	60	-	-
338-BHUF	Intel Core i5-6500 (QC/6MB/4T/3.2GHz/65W); supports Windows 7/8.1/10/Linux	60	-	-
619-AIKN	Windows 7 Pro English, French, Spanish 64bit (Includes Windows 10 Pro License)	60	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	60	-	-
370-ADJT	4GB 1x4GB 2400MHz DDR4 Memory	60	-	-
400-ANPL	3.5" 500GB 7200rpm SATA HDD	60	-	-
401-AANH	No Additional Hard Drive	60	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	60	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	60	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	60	-	-
385-BBCR	No Media Card Reader	60	-	-
555-BBFO	No Wireless LAN Card	60	-	-
555-BBFO	No Wireless LAN Card	60	-	-

Attachment: PCRRefresh Quote - Dell (2626 : PC Refresh)

382-BBBZ	No Add On Card	60	-	-
321-BCJW	OptiPlex 3050 SFF with 180W Standard Power Supply (APFC)	60	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	60	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	60	-	-
470-AAJL	NO ADAPTER	60	-	-
817-BBBC	Not selected in this configuration	60	-	-
575-BBBI	No Integrated Stand option	60	-	-
422-0052	Support Assist	60	-	-
422-0052	Support Assist	60	-	-
640-BBDF	Adobe Reader 11	60	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	60	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	60	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	60	-	-
658-BBRB	Waves Maxx Audio	60	-	-
658-BBRB	Waves Maxx Audio	60	-	-
658-BCUV	Dell Developed Recovery Environment	60	-	-
658-BCUV	Dell Developed Recovery Environment	60	-	-
620-AALW	OS-Windows Media Not Included	60	-	-
387-BBCG	No ESTAR	60	-	-
998-CPWB	Fixed Hardware Configuration	60	-	-
461-AAEI	No Chassis Intrusion Switch	60	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	60	-	-
332-1286	US Order	60	-	-
340-ABJI	No Diagnostic/Recovery CD media	60	-	-
340-BLII	PLCMT,DOC,3050,SFF,DAO,W7	60	-	-
631-ABFE	No Out-of-Band Systems Management	60	-	-
631-ABFD	Intel Ready Mode Technology	60	-	-

Attachment: PCRefresh Quote - Dell (2626 : PC Refresh)

340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	60	-	-
329-BBJL	TPM Enabled	60	-	-
389-BDQH	Retail POD	60	-	-
340-BKFK	Ship Material for Opti 5050 SFF	60	-	-
389-BBUU	Shipping Label for DAO	60	-	-
632-BBBJ	CMS Software not included	60	-	-
389-BHIB	Intel(R) Core(TM) i5 Label	60	-	-
461-AABF	No CompuTrace	60	-	-
450-AAOJ	System Power Cord (Philipine/TH/US)	60	-	-
389-BRLH	MOD,LBL,REG,SFF,JSD2,3050,APFC	60	-	-
800-BBIP	Desktop BTS/BTP Shipment	60	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	60	-	-
803-8590	Onsite Service After Remote Diagnosis 3 Years	60	-	-

Subtotal: \$33,012.0

Shipping: \$0.0

Environmental Fees: \$0.0

Estimated Tax: \$2,310.8

Total: \$35,322.8

Attachment: PCRefresh Quote - Dell (2626 : PC Refresh)

Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to a contract governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and a Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional services) is subject to the terms and conditions located at <https://boomi.com/msa>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Attachment: PCR Refresh Quote - Dell (2626 : PC Refresh)

QUOTE CONFIRMATION



DEAR NICK ARD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KBJK238	8/27/2018	KBJK238	9318124	\$35,817.63

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP 280 G2 - SFF - Core i5 6500 3.2 GHz - 4 GB - 500 GB Mfg. Part#: W5X38UT#ABA UNSPSC: 43211508 Contract: MARKET	60	4250138	\$540.00	\$32,400.00

PURCHASER BILLING INFO	SUBTOTAL	\$32,400.00
Billing Address: CITY OF GEORGETOWN FINANCE DEPARTMENT PO BOX 939 GEORGETOWN, SC 29442-0939 Phone: (843) 545-4030 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$1,074.42
	SALES TAX	\$2,343.21
	GRAND TOTAL	\$35,817.63
DELIVER TO	Please remit payments to:	
Shipping Address: CITY OF GEORGETOWN 1134 N FRASER ST GEORGETOWN, SC 29440-2850 Shipping Method: UPS Freight LTL, Dock to Dock	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ray Nyamete

(866) 268-7173

raynyam@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: PC Refresh Quote - CDW-G (2626 : PC Refresh)

HP 280 G2 - SFF - Core i5 6500 3.2 GHz - 4 GB - 500 GB

Technical Specifications

• Processor

- Clock Speed :3.2 GHz
- Generation :6
- Installed Qty :1
- Manufacturer :Intel
- Max Supported Qty :1
- Max Turbo Speed :3.6 GHz
- Number of Cores :Quad-Core
- Processor Main Features :Intel Turbo Boost Technology 2
- Processor Number :I5-6500
- Type :Core i5
- Upgradability :Upgradable

• Optical Storage

- Drive Type :DVD SuperMulti
- Interface Type :Serial ATA
- Type :DVD±RW (±R DL) / DVD-RAM

• RAM

- Configuration Features :1 x 4 GB
- Empty Slots :1
- Features :Dual channel memory architecture, Unbuffered
- Form Factor :DIMM 288-pin
- Installed Size :4 GB
- Max Supported Size :32 GB
- Memory Speed :2133 MHz
- Rated Memory Speed :2133 MHz
- Slots Qty :2
- Technology :DDR4 SDRAM

• Storage Hard Drive

- Capacity :500 GB
- Interface Type :Serial ATA-600

• Service & Support

- On-Site Warranty :On-site
- Type :1 year warranty

• Audio Output

- Compliant Standards :High Definition Audio
 - Max Sampling Rate :192 kHz
 - Sound Output Mode :Stereo
- **Bay Provided**
 - Form Factor :3.5"
 - Form Factor :5.25" Slim Line
 - Free Qty :0
 - Total Qty :1
- **Cabinet**
 - Chassis Built-in Devices :Speaker
- **Card Reader**
 - Supported Flash Memory Cards :SD Memory Card
 - Type :3 in 1 card reader
- **Dimensions & Weight**
 - Depth :11.4 in
 - Height :3.9 in
 - Weight :8.88 lbs
 - Width :10.6 in
- **Display**
 - Type :None.
- **Header**
 - Brand :HP
 - Compatibility :PC
 - Country Kits :United States
 - Localization :English
 - Manufacturer :HP Smart Buy Desktop
 - Model :280 G2
 - Packaged Quantity :1
 - Product Line :HP
- **Input Device**
 - Type :Mouse
- **Service & Support Details**
 - Response Time :Next business day
- **Interface Provided**
 - Location :1 in front
 - Qty :1

- Type :Headphones/microphone
- Location :2 in front
- Qty :2
- Type :USB 3.0
- Qty :6
- Type :USB 2.0
- Type :Audio line-in
- Type :Audio line-out
- Type :HDMI
- Type :LAN (Gigabit Ethernet)
- Type :VGA

• **Mainboard**

- Chipset Type :Intel H110 Express

• **Miscellaneous**

- Color Category :Black
- Compliant Standards :CECP, CEL, FCC, RoHS, SEPA, UL, WEEE
- Manufacturer Selling Program :HP Smart Buy
- Security Slot Type :Kensington security slot
- Theft/Intrusion Protection :Security lock slot (cable lock sold separately)

• **Networking**

- Compliant Standards :IEEE 802.1p, IEEE 802.1Q, IEEE 802.3, IEEE 802.3ab, IEEE 802.3az, IEEE 802.3i, IEEE 802.3u, IEEE 802.3x
- Data Link Protocol :Ethernet, Fast Ethernet, Gigabit Ethernet
- Ethernet Controller(s) :Realtek RTL8111HSH-CG
- Features :Auto-uplink (auto MDI/MDI-X), PXE support, Wake on LAN (WoL)
- Remote Management Protocol :SNMP 2

• **Optical Storage (2nd)**

- Drive Type :No optical drive
- Type :None

• **OS Provided**

- Edition :Windows 10 Pro
- Family :Windows 10
- Language :English
- Type :Windows 10 Pro 64-bit Edition

• **Power Device**

- Efficiency :85%
- Power Factor Correction :Yes (active)
- Power Provided :180 Watt
- Type :Power supply

- **Printer**

- Type :None

- **Service**

- Support Details Full Contract Period :1 year
- Support Details Location :On-site
- Support Details Service Included :Parts and labor
- Support Details Type :Limited warranty
- Support Details Service Included :Phone consulting
- Support Details Type :Technical support

- **Slot Provided**

- Free Qty :0
- Total Qty :1
- Free Qty :1
- Total Qty :2

- **Software**

- Type :CyberLink Power Media Player, CyberLink Power2Go, HP ePrint, HP Recovery Manager, HP Support Assistant

- **Storage Controller**

- Installed Qty :1
- Type :Serial ATA

- **Storage Removable**

- Type :None

- **System**

- Embedded Security :Firmware Trusted Platform Module (TPM 2.0) Security Chip
- Hard Drive Capacity :500 GB
- Type :Personal computer

- **Video Output**

- Graphics Processor Series :Intel HD Graphics
- Graphics Processor Vendor :Intel HD Graphics 530
- HDCP compatible :Yes
- Video Interfaces :HDMI, VGA

- **Hard Drive**

- Installed Qty :1
- Interface Class :Serial ATA
- Spindle Speed :7200 rpm
- Type :HDD

- **Hard Drive (2nd)**
 - Type :None
- **Cache Memory**
 - Installed Size :6 MB
 - Per Processor Size :6 MB
- **Chassis**
 - Form Factor :Desktop
 - Manufacturer Form Factor :Small form factor
- **Environmental Standards**
 - ENERGY STAR Certified :Yes
- **Expansion Bays**
 - Form Factor (metric) :13.3 cm Slim Line
 - Type :External
 - Form Factor (metric) :8.9 cm
 - Type :Internal
- **Expansion Slots**
 - Type :CPU
 - Type :DIMM 288-pin
 - Type :PCIe 2.0 x1
 - Type :PCIe 3.0 x16
- **Hard Drive (3rd)**
 - Type :None
- **Hard Drive (4th)**
 - Type :None
- **Keyboard**
 - Interface :USB



City Of Georgetown Proposal

Prepared for: Nick Ard
City Of Georgetown

Prepared by: Ricky Huggins

Date: 9/5/2018

Doc Number: 2.11

Version Number:

Attachment: PC Refresh Quote - HTC (2626 : PC Refresh)

Contact Information

END USER

Company Name:	City Of Georgetown		
Site Address:	120 Fraser St, Georgetown SC 29440		
Primary Contact Name / Title:	Nick Ard		
Contact Address:	120 N Fraser St, Georgetown SC 29440		
Phone Number:	(843) 545-4042	E-mail:	nard@cogsc.com

PROVIDER OF SERVICES

Company Name:	Horry Telephone Cooperative		
Address:	3990 River Oaks Dr, Myrtle Beach, SC 29576		
Primary Contact Name / Title:	Ricky Huggins		
Phone Number:	843-369-8420	E-mail:	ricky.huggins@htcinc.net

PROJECT MANAGER

Project Manager Name:	Jennifer Spivey		
Phone Number:	843-369-8410	E-mail:	jennifer.spivey@htcinc.net

Proposed Solutions

Module: Description

OptiPlex 3050 SFF: OptiPlex 3050 Small Form Factor BTX
 Processor: Intel® Core™ i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux
 Operating System(s): Windows 10 Pro 64bit English, French, Spanish
 Microsoft Application Software: Microsoft Office 30 Day Trial
 Memory: 4GB 1x4GB 2400MHz DDR4 Memory
 Hard Drive: 3.5 inch 500GB 7200rpm Hard Disk Drive
 Additional Hard Drive: No Additional Hard Drive
 Video Card: Intel® Integrated Graphics
 CD ROM/DVD ROM: 8x DVD+/-RW 9.5mm Optical Disk Drive
 Media Card Reader: No Media Card Reader Selected
 Wireless: No Wireless
 Driver: No Wireless
 Serial Port/PS2 Adapter: No Add On Cards
 Chassis Options: OptiPlex 3050 SFF with 180W Standard Power Supply (APFC)
 Keyboard: Dell KB216 Wired Keyboard English Black
 Mouse: Dell MS116 Wired Mouse Black
 Cables and Dongles: NO ADAPTER
 Speakers and Soundbars: No External Speaker
 Mounts and Monitor Stands: No Integrated Stand option
 Non-Microsoft Application Software: Windows 10
 Operating System Recovery Options: OS-Windows Media Not Included
 Power Cord: System Power Cord (English)

Schedule of Equipment and Services

Additional Notes: Direct shipping to customer. Installation not included.

<u>Qty</u>	<u>Description</u>	<u>Ext Sell</u>
	Data Components	
60	PC - OptiPlex 3050 SFF	
	TOTAL PRICE	\$42,457.80

Pricing excludes taxes and is valid until 10/5/2018

Straight Purchase Option

Total Purchase Option: \$42,457.80

Down Payment Required:

15% Down Payment	\$6,368.67
Non-Lease Items (Cabling/Wiring)	\$0.00

Total Down Payment Required (taxes not included) \$6,368.67

Monthly Maintenance

Maintenance Not Applicable for this Proposal

Customer Purchase Option and Acceptance

Purchase Option:

Customer Initials:

Outright Purchase Option \$42,457.80
(plus taxes)

City Of Georgetown

Date: _____

By (Authorized Signature): _____

Name (Printed): _____

Title (Printed): _____

Rates are approximated and subject to change due to regulatory filings and/or equipment cost changes. *Taxes not included. Rates quoted do not represent pricing of other service providers who may be a part of this service provisioning.

HTC is a communications company providing a full spectrum of customized service for business and residential use...Local Telephone Services & Features, Business Systems, Cable Television, Long Distance, Internet, Wireless and more.

Attachment: PC Refresh Quote - HTC (2626 : PC Refresh)



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

ACTION ITEM

DOC ID: 2620

Council Meeting Date:	18 October 2018
Department:	Police Department
Issue Under Consideration:	Motion to approve service and payment to Saint Frances Animal Center in the amount of \$75,000 for fiscal year 2018 - 2019.
Amount Requested:	\$75,000.00
Is Item in Current Budget?	Yes (Account No. 0010.05.05.686.194)
If no, please explain:	N/A
Financial Impact:	Payment to Saint Frances Animal Center is a budgeted item.
Points to Consider:	The City is obligated to have animal shelter service to board stray and dangerous animals.
Options:	N/A
Staff Recommendation:	Approve service agreement.

Reviews:

Kelvin Waites Completed 10/05/2018 9:38 AM

kw

Finance Completed 10/08/2018 8:13 AM

City Attorney Completed 10/08/2018 3:17 PM

Carey Smith Completed 10/09/2018 9:18 AM

Ann U. Mercer Completed 10/09/2018 10:41 AM

Georgetown City Council Pending 10/18/2018 5:30 PM

Attachments:

1. 1 Saint Frances Animal Center Agreement 2018-201910042018 (PDF)

STATE OF SOUTH CAROLINA)
) SERVICE AGREEMENT
 CITY OF GEORGETOWN)

This service and funding agreement (the "Agreement") is entered into by and between the City of Georgetown, South Carolina (the "City") and Saint Frances Animal Center, a 501(c)3 organization (the "Animal Center") to provide for the care and disposition of dogs and cats transported to the Animal Center by the City of Georgetown Police Department, hereinafter the "Animals." The City and Animal Center shall collectively be referred to herein as "the Parties."

WITNESSETH

WHEREAS, the City is desirous that the Animal Center provide the services described herein in order to ensure a safe environment for animals transported to the Center, pursuant to response calls and concerned citizens; and

WHEREAS, it is the goal of the City to provide residents and visitors with an environment free from roaming animals that may be considered a nuisance or danger to the general public health and welfare; and

WHEREAS, the Animal Center is desirous of promoting its goal of providing a safe environment for such animals within the city and agrees to provide the services as described herein; and

WHEREAS, it is acknowledged by both parties that this is a mutual agreement among the parties whereby the Center is compensated for services it provides to the City and the City compensates the Center, according to the terms of this agreement, for the animals it transports to the Center and for which the Center continuously cares for said animals.

NOW, THEREFORE, in consideration of the above recitals and the clauses contained herein, the City and Animal Center expressly agree as follows:

1. The Animal Center expressly agrees it shall provide housing and care for all Animals, as defined above, delivered to the Animal Center by the City of Georgetown Police Department. The Animal Center will be solely responsible for the shelter, board, medical care, and disposition of such animals subject, however, to paragraph 3 hereof. The Animal Center will endeavor to arrange for adoption of Animals which it deems to be candidates for adoption.
2. It is acknowledged by both parties that the City does not respond to all calls about free-roaming cats or kittens. The city does agree to respond to any call where a cat or kitten is identified as being ill, injured, or in peril; or if the cat poses a threat to a person, and will transfer those cats to the Animal Center. The city will refer calls about cats or kittens to the Animal Center as appropriate, with the express notice to the concerned caller that the Animal Center does not provide animal control services, including transport of animals to the Animal Center.
3. Animals that are the specific subject of legal proceedings will be housed and cared for by the Animal Center until such time as all legal matters are finally resolved and the Animals are legally released to the Animal Center. The City cannot guarantee speedy disposition of such cases, however the City agrees to use its best efforts to expedite all such cases. Animals involved in legal proceedings may or may not be vicious or present

some degree of danger to other animals and employees of the Animal Center. The Animal Center expressly recognizes that these animals may or may not be a danger and agrees it has the professional capability to house and handle such animals. Consequently, it may be necessary that the Animal Center keep such Animals individually segregated and, if such is the case, the City and Animal Center agree to negotiate terms for in-kind services, as described in Paragraph 10(b), which may include the construction of a segregated dog run for those animals described in this paragraph. Any such in-kind service shall be agreed upon in a separate document that memorializes the intentions of both parties outside the scope of this Agreement.

4. Animals that have been involved in a bite case, and are subject to quarantine under the South Carolina Department of Health And Environmental Control (DHEC), will not be housed at the Animal Center for the quarantine period. The animal's owner will be responsible for arranging for housing during the quarantine of the animal, and for communicating with DHEC directly. The Animal Center will only quarantine Animals involved in bite cases if the Animal is a stray and no owner can be determined.
5. Upon request of the City of Georgetown Police Department, Animal Center personnel will assist in the investigation of animal cruelty reports and discoveries within the City.
6. All Animals legally released to the Animal Center will become the sole responsibility and property of the Animal Center. The Animal Center will be responsible for making all decisions and carrying out the decisions made regarding the care, treatment, and disposition of all Animals delivered to the Animal Center pursuant to this Agreement.
7. The Animal Center will maintain records of all animal admissions and dispositions with respect to all Animals delivered to the Animal Center by the City, which records shall be maintained for the duration of this Agreement or as otherwise legally required.
8. The Animal Center shall interact with the public utilizing the Animal Center's services in a polite, respectful manner in order to foster positive public relations.
9. The Animal Center shall carry and maintain, in full force and effect, at all times during the term of this Agreement, the following insurance coverage:
 - (a) Comprehensive General Liability in the minimum amount of Three Hundred Thousand Dollars and No/100 (\$300,000) per occurrence for Bodily Injury and Property Damage and Six Hundred Thousand and No/100 (\$600,000) for combination or multiple injury accident. The Animal Center shall maintain and provide proof of the required insurance coverage by furnishing a certificate of insurance to the City of Georgetown upon request.
 - (b) Workers' Compensation and Employer's Liability Insurance that meets the statutory requirements maintained by the State of South Carolina. The Animal Center shall maintain and provide proof of the required insurance coverage by furnishing a certificate of insurance to the City upon request.
 - (c) With respect to any animal in which the Animal Center assumes responsibility pursuant to this Agreement, the Animal Center will indemnify and hold harmless the City and their agents and employees from and against all claims, whether it be in tort or contract, damages, losses, and expenses, including attorney's fees, arising out of or

resulting from acts or omissions in performance of the work by the Animal Center, and anyone directly or indirectly employed by the Animal Center or anyone for whose acts the Animal Center may be liable.

- (d) The Animal Center warrants that it will perform all the tasks required of them under this Agreement with the same degree of skill and care other reputable members of the animal center profession do in the State of South Carolina. The Animal Center also warrants that it will comply with all Federal and State employment laws and will withhold all wages, commissions, salaries, and fees paid by the Animal Center to third parties, employees, agents, or sub-contractors of the Animal Center, said amounts shall include but not limited to all amounts required to be withheld on account of taxes, social security payments, or other withholdings mandated by law or regulation. The Animal Center shall comply with employment discrimination laws and immigration laws as required by Federal and State statutes. Also, the Animal Center recognizes and agrees that by its acceptance of public monies, that some records may be subject to the South Carolina Freedom of Information Act, §30-4-10, et seq., and the Animal Center agrees that it shall comply with all lawful demands to the best of its ability. The City agrees to consult with the Animal Center if such requests are made.

10. The Animal Center shall be compensated as follows:

- (a) The City agrees to compensate the Animal Center the sum of **Seventy Five Thousand and No/100 (\$75,000) Dollars** for the **Fiscal Year 18/19** agreement, said amount shall be divided into four equal parts to be paid in installments, in March, June, September, and December. Said payments shall be made no later than the thirtieth (30th) day of the month in which they are due. Time is of the essence with regard to such payments. It is acknowledged by both parties that said payment as enumerated above is equal to **Two Hundred Five and 48/100 (\$205.48) Dollars** per day for 365 days, being the entire duration of this agreement. It is expressly acknowledged by both parties that the City utilizes the Animal Control Center for the care and disposition of animals the City collects. It is also expressly acknowledged that the City relies on the Animal Center to harbor all animals collected, regardless of the animals' involvement in legal proceedings, and compensates the Center daily for these services at the amount stated above.
- (b) The City will, in addition, provide in-kind support to the Animal Center, to wit: the city will provide public waste management service to the Animal Center (i.e. trash pick-up) for the term of this Agreement.

- 11. This agreement shall be for a period of one year beginning July 1, 2018, and ending on the 30th day of June, 2019, unless terminated sooner pursuant to the terms of this Agreement.
- 12. Either party may terminate this Agreement at any time by providing six (6) months advance notice of termination. Compensation shall be prorated up to the actual date the agreement is terminated.
- 13. It is understood and expressly agreed by both Parties that in the event funds are not appropriated or become non-appropriated in the current fiscal year by the local governing body, this Agreement will become null and void and the City will be under no obligation

to provide funding excepting payment for those services already rendered by the Animal Center up to the date of non-appropriation.

14. The Animal Center shall not, by entering into this Agreement, become a servant, agent or employee of the City, but shall remain at all times independent of the City. This Agreement shall not be deemed to create any joint venture, partnership, or common enterprise between the Animal Center and the City, and the rights and obligations of the Parties shall not be other than as expressly set forth herein.
15. This Agreement contains the complete understanding that the Parties and any representations, promises, discussions, comments, or negotiations not expressly contained herein are deemed abandoned by each Party. This agreement shall not be altered, amended, or modified by the Parties except in writing which shall be executed by both Parties.
16. Nothing herein is intended to be in conflict with State law or City ordinances and to the extent any part of this Agreement is deemed incompatible with same, State and City ordinances are controlling.

IN WITNESS THEREOF, the Parties do hereto their hands and seals this 30 day of July, 2018, binding themselves, their successors, heirs and assigns forever.

WITNESSES

CITY OF GEORGETOWN

Mayor

City Administrator

SAINT FRANCES ANIMAL CENTER

Dawn Smith
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

8.A.1

DATE (MM/DD/YYYY)

01/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beacon Insurance Group, Inc. 60 Pennington Drive PO Box 2045 Bluffton SC 29910		CONTACT NAME: Stephanie Lee PHONE (A/C, No, Ext): (843) 706-3690 FAX (A/C, No): (843) 706-3691 E-MAIL ADDRESS: slee@beaconinsgroup.com	
INSURED Saint Frances Animal Center 125 N. Ridge Street Georgetown SC 29440		INSURER(S) AFFORDING COVERAGE INSURER A: AmTrust North America INSURER B: Technology Ins Company INSURER C: Guarantee Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2017 master liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NPP1001784	10/10/2017	10/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			NCA1001785	10/10/2017	10/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						COMBINED SINGLE LIMIT EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A				WCP000082801AIC	10/11/2017	10/11/2018

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as an Additional Insured

CERTIFICATE HOLDER

City of Georgetown Purchasing Agent/Finance Dept. PO Box 939 Georgetown SC 29440
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

ACTION ITEM

DOC ID: 2616

Council Meeting Date:	18 October 2018
Department:	Public Works
Issue Under Consideration:	Motion to approve purchase and payment of a 2018 F150 Crew Cab pick up truck to Vick Bailey Ford in the amount of \$26,770.00.
Amount Requested:	\$26,770.00
Is Item in Current Budget?	Yes,
If no, please explain:	
Financial Impact:	Cost savings on fuel and repairs.
Points to Consider:	• This new vehicle will replace vehicle #1205. • Current vehicle is over 15 years old. • Current vehicle is old and deteriorating.
Options:	Council to approve or disapprove the purchase of this truck.
Staff Recommendation:	Staff recommends the purchase of this vehicle.

Reviews:

Tim Chatman Completed 10/02/2018 11:05 AM
 Debra Bivens Completed 10/08/2018 8:14 AM
 Carey Smith Completed 10/09/2018 9:22 AM
 Ann U. Mercer Completed 10/09/2018 10:48 AM
 Georgetown City Council Pending 10/18/2018 5:30 PM

Attachments:

1. 1 SKM_C224e18072509590 (PDF)

VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

2018 FORD F250

PU -6: Truck, Pick Up, 4x2, 3/4 Ton, Regular Cab, 8' Body

Contract #: 4400014486

Standard Equipment Included:

6.2L V-8 Engine

Automatic Transmission

A/C

AM/ FM Radio

142" Wheel Base

Cruise Control

Trailer Tow Package

Power Steering

Power Brakes

Power Windows and Door Locks

Vinyl 40/20/40 Bench Seat

Heavy Duty Vinyl Floor

CONFIGURATION #1 - SHORT BED

SC STATE CONTRACT PRICE:

\$22,176.00

F150 4x4 Super Crew (Crew Cab) Upgrade (Winch not Included)

\$6,739.00

Super Cab 4x2 (Short Bed - 6.5')

-\$4,650.00 (Deduct)

Black Platform Running Boards -18B

\$255.00

Limited Slip Rear Axle

\$426.00

Rear View Camera - 76C

Included

Reverse Sensing System - 76R

\$279.00

Bedliner (Spray-In)

\$450.00

4-Corner Flashing Strobe System (LED Lights)

\$595.00

Sales Tax

\$500.00

TOTAL SC STATE CONTRACT PRICE:

\$26,770.00

Available Aftermarket Installed Options:

Bedliner (Drop-In)

\$259.00

Bed Mat

\$195.00

Fiberglass Camper Top w/ Side and Rear Door Glass

\$1,750.00

Fiberglass Bed Cover (Tonneau Cover)

\$1,400.00

Warn 9000lb Winch & Black Grill Guard

\$1,995.00

Brush Guard for Warn Winch

\$425.00

2" Ball, Receiver Tube and Pin for Frame Mounted Hitch

\$45.00

Adrian Single Lid Cross Box

\$595.00

Adrian Single Lid Cross Box and 2 Each Side Tool Boxes

\$1,695.00

LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes

\$925.00

Decals and Markings

Call for Quote

Adrian Steel SB Series Cab Over Ladder Rack (Painted Black)

\$1,125.00

FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit)

\$95.00

1000lb Tommy Gate

\$2,295.00

Attachment: SKM_C224e18072509590 (2616 : Public Works Dept - New Pick up Truck Request)



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

ACTION ITEM

DOC ID: 2631

Council Meeting Date:	18 October 2018
Department:	Water Utilities
Issue Under Consideration:	Motion to Approve Change Order #5 and Payment to Greenwave Contracting, Inc. for the Highmarket/Duke St. Drainage Phase I Project in the Amount of \$101,322.98
Amount Requested:	\$101,322.98
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	Addition to Current Contract in Amount of \$2,067,691.08
Points to Consider:	• This change order includes many items throughout contract to date as explained on change order. • This includes highway repair of Highmarket St. due to 18" of existing asphalt caving in beyond contractor's trench line. • This includes repair of Lynch St. beyond contractor's trench line due to existing 8" sewer main caving in and needing replacement. • Some of these items are existing unit prices on contract, and some are new line items that are not in current contract. • This change order does not include any deducts. A final change order will true up quantities and could show some savings due to lesser quantities or work not required such as night work on highway. • This change order includes a time extension of approximately one month due to storms and weather delays. • WRCOG is aware of this change order and has requested the standard commitment letter from the City.
Options:	Approve or Disapprove
Staff Recommendation:	Approve

Reviews:

Will Cook Completed 10/11/2018 1:54 PM
 Debra Bivens Completed 10/11/2018 1:56 PM
 Carey Smith Completed 10/11/2018 1:59 PM
 Ann U. Mercer Completed 10/11/2018 2:02 PM
 Georgetown City Council Pending 10/18/2018 5:30 PM

Attachments:

1. 1 Georgetown SD Phase I - Change Order No. 5 for approval (PDF)

Updated: 10/11/2018 1:54 PM by Will Cook (Page 1)

**DRAINAGE IMPROVEMENTS
PHASE I PROJECT**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

SECTION 00630

CONTRACT CHANGE ORDER

DATE: October 10, 2018
CHANGE ORDER #: 5

PROJECT: Drainage Improvements Phase I
PROJECT #: 4-CI-15-012 (CDBG)
60493544 (AECOM) / 4007 (City)

Description of and Reason for Change: See Attachments A, B, and C for descriptions of changes. 1) Field conditions encountered warranted the need for additional 18" DI pipe and 18" DI bends to reconnect to the existing 18" raw waterline. 2) Sufficient suitable onsite material was not available so imported fill material was needed at specific locations to meet compaction and moisture requirements. 3) Due to caving in due to heavy rainfall and existing field conditions, repairs had to be conducted on the West bound lane of Highmarket St. and also on Lynch St. for sewer line work. 4) See Attachment D for time extension request.

Itemization of Proposed Change and Basis for Payment

Original Contract Price \$1,967,970.48
Previous Change Orders \$ 99,720.60
This Change, (An Addition) (~~A Deduction~~) of \$ 101,322.98
Proposed Revised Contract Price \$2,169,014.06

Additional funds shall be provided in the following manner: Local Funds

Extension of Contract Time Required: 33 days.

Revised Contract Completion Date: December 7, 2018

Accepted by the Contractor: Green Wave Contracting, Inc.

By: _____ Date: _____

Recommended by the Engineer: AECOM

By:  Date: 10-10-18

Approved by the Owner: City of Georgetown

By: _____ Date: _____

CONTRACT CHANGE ORDER
00630-1

Georgetown Storm Drainage Improvements - Phase I
Change Order No. 5
Attachment A

DESCRIPTION OF CHANGES:

- 1) Revise Bid Item No. 18 to reflect an additional 18.35 TN of Rip Rap Class II.
- 2) Revise Bid Item No. 31 to reflect an additional 63 LF of 18" RJ DIP.
- 3) Revise Bid Item No. 34 to reflect an additional (3) 18" RJ Bends.
- 4) Change Bid Item No. 34 to include 45 Degree Bends.
- 5) Add Bid Item No. 83A (Unsuitable Material Removal).
- 6) Change Bid Item No. 54 to reflect an additional 485 LF of Removal & Disposal of Existing Curb & Gutter.
- 7) Change Bid Item No. 55 to reflect an additional 485 LF of Concrete Curb & Gutter.
- 8) Add Bid Item No. 92 (Sewer Repair At CB-3) to reflect 12 LF of 8" Sewer Line.
- 9) Add Bid Item No. 93 (Saw Cut MH-2 to Match Existing Grades) (See response to RFI No. 16) .
- 10) Add Bid Item No. 94 (Tie-In At CB-8) (See response to RFI No. 13).
- 11) Add Bid Item No. 95 (6" Concrete Driveways).
- 12) Add Bid Item No. 96 (Saw Cut Asphalt - Highmarket St. Repairs).
- 13) Add Bid Item No. 97 (Demo Asphalt - Highmarket St. Repairs).
- 14) Add Bid Item No. 98 (Excavation - Highmarket St. Repairs).
- 15) Add Bid Item No. 99 (8" GABC - Highmarket St. Repairs).
- 16) Add Bid Item No. 100 (2" Intermediate Course - Highmarket St. Repairs).
- 17) Add Bid Item No. 101 (Liquid Binder, Intermediate Course Only - Highmarket St. Repairs).
- 18) Add Bid Item No. 102 (Fine Grading - Highmarket St. Repairs).
- 19) Add Bid Item No. 103 (Compaction Testing - Highmarket St. Repairs).
- 20) Add Bid Item No. 104 (Asphalt Demo - Lynch St. Repairs).
- 21) Add Bid Item No. 105 (Excavation/Backfilling - Lynch St. Repairs).
- 22) Add Bid Item No. 106 (8" GABC - Lynch St. Repairs).

CONTINUED ON NEXT PAGE

Georgetown Storm Drainage Improvements - Phase I
Change Order No. 5
Attachment A

CURRENT LINE ITEMS					
Line Item	Qty	Unit	Description	Unit Price	Total
18	95	TN	Riprap Class II	\$ 157.50	\$ 14,962.50
31	64	LF	18" RJ DIP	\$ 157.50	\$ 10,080.00
34	3	EA	18" 90 Degree Bends	\$ 840.00	\$ 2,520.00
54	430	LF	Removal & Disposal of Existing Curb & Gutter	\$ 12.60	\$ 5,418.00
55	430	LF	Concrete Curb & Gutter	\$ 21.00	\$ 9,030.00
TOTAL CURRENT LINE ITEMS (CHANGE ORDER NO. 5)				\$	42,010.50

REVISED/NEW LINE ITEMS (*New Line Items)					
Line Item	Qty	Unit	Description	Unit Price	Total
18	113.35	TN	Riprap Class II	\$ 157.50	\$ 17,852.63
31	127	LF	18" RJ DIP	\$ 157.50	\$ 20,002.50
34	6	EA	18" 90 Degree Bends	\$ 840.00	\$ 5,040.00
*83A	100	CY	Unsuitable Material Removal	\$ 20.00	\$ 2,000.00
54	915	LF	Removal & Disposal of Existing Curb & Gutter	\$ 12.60	\$ 11,529.00
55	915	LF	Concrete Curb & Gutter	\$ 21.00	\$ 19,215.00
*92	12	LF	Sewer Repair at CB-3	\$ 50.00	\$ 600.00
*93	1	LS	Saw Cut MH-2 To Match Existing Grades	\$ 650.00	\$ 650.00
*94	1	LS	Tie-In At CB-8	\$ 1,500.00	\$ 1,500.00
*95	125	SY	6" Concrete Driveways	\$ 86.63	\$ 10,828.75
*96	1	LS	Saw Cut Asphalt (Highmarket St. Repairs)	\$ 3,500.00	\$ 3,500.00
*97	1	LS	Demo Asphalt (Highmarket St. Repairs)	\$ 5,000.00	\$ 5,000.00
*98	120	CY	Excavation (Highmarket St. Repairs)	\$ 25.00	\$ 3,000.00
*99	300	SY	8" GABC (Highmarket St. Repairs)	\$ 30.00	\$ 9,000.00
*100	76	TN	2" Intermediate Course (Highmarket St. Repairs)	\$ 210.00	\$ 15,960.00
*101	3.8	TN	Liquid Binder, Intermediate Course Only (Highmarket St. Repairs)	\$ 762.00	\$ 2,895.60
*102	1	LS	Fine Grading (Highmarket St. Repairs)	\$ 2,800.00	\$ 2,800.00
*103	1	LS	Compaction Testing (Highmarket St. Repairs)	\$ 750.00	\$ 750.00
*104	1	LS	Asphalt Demo (Lynch St. Repairs)	\$ 2,500.00	\$ 2,500.00
*105	230	CY	Excavation/Backfilling (Lynch St. Repairs)	\$ 20.00	\$ 4,600.00
*106	137	SY	8" GABC (Lynch St. Repairs)	\$ 30.00	\$ 4,110.00
TOTAL REVISED/NEW LINE ITEMS (CHANGE ORDER NO. 5)				\$	143,333.48
TOTAL AMOUNT CHANGE ORDER NO.5 (REVISED/NEW - CURRENT)				\$	101,322.98

SUMMARY OF COSTS	
Original Contract Price	\$ 1,967,970.48
Previous Change Orders	\$ 99,720.60
Change Order No. 5 Additional Cost	\$ 101,322.98
Revised Contract Price	\$ 2,169,014.06

Georgetown Storm Drainage Improvements - Phase I
Change Order No. 5
Attachment B



CHANGE ORDER REQUEST

Storm Drainage Improvements - Phase I
Change Order No. 5

Description of Changes: (*New Line Items)

1. Revise Bid Item No. 18 to reflect an additional 18.35 TN of Rip Rap Class II
2. Revise Bid Item No. 31 to reflect an additional 63 LF of 18" RJ DIP
3. Revise Bid Item No. 34 to reflect and additional (3) 18" RJ Bends
4. Change Bid Item No. 34 to include 45 Degree Bends
5. Change Bid Item No. 54 to reflect an additional 485 LF of Removal & Disposal of Existing Curb & Gutter
6. Change Bid Item No. 55 to reflect an additional 485 LF of Concrete Curb & Gutter
- * 7. Add Bid Item No. 83A (Unsuitable Material Removal)
- * 8. Add Bid Item No. 92 (Sewer Repair At CB-3) to reflect 12 LF of 8" Sewer Line
- * 9. Add Bid Item No. 93 (Saw Cut MH-2 to Match Existing Grades) (See response to RFI No. 16)
- * 10. Add Bid Item No. 94 (Tie-In At CB-8) (See response to RFI No. 13)
- * 11. Add Bid Item No. 95 (6" Concrete Driveways)

Current Prices:

Line Item	Qty	Unit	Description	Unit Price	Total
18	95	TN	Rip Rap Class II	\$ 157.50	\$ 14,962.50
31	64	LF	18" RJ DIP	\$ 157.50	\$ 10,080.00
34	3	EA	18" 90 Degree Bends	\$ 840.00	\$ 2,520.00
54	430	LF	Removal & Disposal of Existing Curb & Gutter	\$ 12.60	\$ 5,418.00
55	430	LF	Concrete Curb & Gutter	\$ 21.00	\$ 9,030.00
					<u>\$ 42,010.50</u>

Updated Prices:

Line Item	Qty	Unit	Description	Unit Price	Total
18	113.35	TN	Rip Rap Class II	\$ 157.50	\$ 17,852.63
31	127	LF	18" RJ DIP	\$ 157.50	\$ 20,002.50
34	6	EA	18" 90 & 45 Degree Bends	\$ 840.00	\$ 5,040.00
54	915	LF	Removal & Disposal of Existing Curb & Gutter	\$ 12.60	\$ 11,529.00
55	915	LF	Concrete Curb & Gutter	\$ 21.00	\$ 19,215.00
* 83A	100	CY	Unsuitable Material Removal	\$ 20.00	\$ 2,000.00
* 92	12	LF	Sewer Repair At CB-3	\$ 50.00	\$ 600.00
* 93	1	LS	Saw Cut MH-2 To Match Existing Grades	\$ 650.00	\$ 650.00
* 94	1	LS	Tie-In At CB-8	\$ 1,500.00	\$ 1,500.00
* 95	125	SY	6" Concrete Driveways	\$ 86.63	\$ 10,828.75
					<u>\$ 89,217.88</u>

TOTAL AMOUNT OF CHANGE ORDER

\$ 47,207.38

Green Wave Contracting, Inc.
5888 Highmarket St.
Georgetown, SC 29440
Phone (843) 485-4203



Georgetown Storm Drainage Improvements - Phase I
Change Order No. 5
Attachment C

CHANGE ORDER REQUEST

Storm Drainage Improvements - Phase I
Change Order No.

Description of Changes:

Green Wave Contracting, Inc. experienced portions of Highmarket St. caving in due to the asphalt being 18 in. thick, the ditch being 10 ft. deep, & heavy rainfall during the time of excavation.

1. Repair outer west bound lane of Highmakert St. (Green Wave Contracting, Inc. is responsible for 50% & COG responsible for 50% of lane repair).
2. Repair Lynch St. due to additional excavation for COG to work on sewer line.

Highmarket St. Repair (*New Line Items)

	Qty	Unit	Description	Unit Price	Total
* 96	1	LS	Saw Cut Asphalt	\$ 3,500.00	\$ 3,500.00
* 97	1	LS	Demo Asphalt	\$ 5,000.00	\$ 5,000.00
* 98	120	CY	Excavation	\$ 25.00	\$ 3,000.00
* 99	300	SY	8" GABC	\$ 30.00	\$ 9,000.00
* 100	76	TN	2" Intermediate Course	\$ 210.00	\$ 15,960.00
* 101	3.8	TN	Liquid Binder (Intermediate Course Only)	\$ 762.00	\$ 2,895.60
* 102	1	LS	Fine Grading	\$ 2,800.00	\$ 2,800.00
* 103	1	LS	Compaction Testing	\$ 750.00	\$ 750.00
					<u>\$ 42,905.60</u>

Lynch St. Repair (*New Line Items)

	Qty	Unit	Description	Unit Price	Total
* 104	1	LS	Asphalt Demo	\$ 2,500.00	\$ 2,500.00
* 105	230	CY	Excavation/Backfilling	\$ 20.00	\$ 4,600.00
* 106	137	SY	8" GABC	\$ 30.00	\$ 4,110.00
					<u>\$ 11,210.00</u>

Green Wave Contracting, Inc.
5888 Highmarket St.
Georgetown, SC 29440
Phone (843) 485-4203

GREEN WAVE CONTRACTING, INC.

October 4, 2018

MEMO

To: Orlando Arteaga & CDBG
From: Green Wave Contracting, Inc.
CC: Bryan Fowler, Geoff Smith, & Kyle McLamb
RE: Georgetown Drainage Improvements Phase I

All,

Due to the Hurricane Florence, flooding impacts, & substantial amount of rainfall in the months of July & August, Green Wave Contracting, Inc. is requesting an extension of time on the Project referenced above. After assessing our current work conditions, we are requesting that the final completion date for Phase I be extended from November 4, 2018 to December 7, 2018.

Thanks,

Green Wave Contracting, Inc.



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

ACTION ITEM

DOC ID: 2615

Council Meeting Date:	18 October 2018
Department:	Electric
Issue Under Consideration:	Motion to Approve Purchase Order and Payment in the Amount of \$35,000 to Ricky's Tree Service of Manning SC
Amount Requested:	\$35,000.00
Is Item in Current Budget?	This amount is left over from the FY 2017/18 funding
If no, please explain:	
Financial Impact:	
Points to Consider:	In FY 17/18, we advertised and accepted bids for tree contractor service. Bid results yielded a low bid from Wolf Tree Service in Knoxville, TN. After checking references, Council approved a P.O. in the amount of \$140,000 for Wolf in December 2017. Wolf's performance in the first few months of work was questionable at best. Their staffing was poor, their equipment was poor, and they would consistently not report for work with no communication as to whether they were coming or not. We spoke with them about this and gave them opportunity to correct the issues. After continued problems, we asked them to leave and terminated the purchase order with them in early September with about \$55,000 remaining on the purchase order. Ricky's Tree Service was the second bidder last year when we advertised. We executed an emergency purchase order of \$20,000 so that we would have Ricky's Tree Service on hand during Hurricane Florence. The \$35,000 purchase we are requesting today represents the remainder of last year's purchase order.
Options:	Approve or disapprove
Staff Recommendation:	Staff recommends approval

Reviews:

Alan Loveless Completed 09/19/2018 2:21 PM
 Debra Bivens Completed 10/08/2018 12:28 PM
 Carey Smith Completed 10/09/2018 9:18 AM
 Ann U. Mercer Completed 10/09/2018 10:50 AM
 Georgetown City Council Pending 10/18/2018 5:30 PM

Attachments:

Updated: 10/8/2018 10:06 AM by Ann U. Mercer (Page 1)



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

ACTION ITEM

DOC ID: 2624

Council Meeting Date:	18 October 2018
Department:	Electric
Issue Under Consideration:	Motion to Approve Purchase of Compact Excavator and Payment in the Amount of \$42,799.00 to Flint Construction & Forestry in Aynor SC
Amount Requested:	\$42,799.00
Is Item in Current Budget?	Yes, \$100,000 was approved in the FY 2018/19 CIP to replace large trencher 1914 with two pieces of equipment: a compact excavator and a smaller trencher.
If no, please explain:	
Financial Impact:	
Points to Consider:	During the budget process, we discussed the replacement of our large trencher 1914 with a small excavator and smaller trencher. 1914 was too large and cumbersome for most of the UG work we need to do. This purchase is for the small excavator. We will follow up later with the purchase of the small trencher. We did not advertise for bids for this purchase because State contract pricing is available for this piece of equipment. However, the vendor was able to beat the State contract price with a Sourcewell price. Sourcewell is a national purchasing cooperative that we are a member of. The vendor provided both the State contract price and the Sourcewell price.....both are attached for review.
Options:	Approve or disapprove
Staff Recommendation:	Staff recommends approval

Reviews:

Alan Loveless Completed 10/08/2018 4:29 PM
 Debra Bivens Completed 10/09/2018 4:05 PM
 Carey Smith Completed 10/10/2018 11:55 AM
 Ann U. Mercer Completed 10/10/2018 1:59 PM
 Georgetown City Council Pending 10/18/2018 5:30 PM

Attachments:

1. 1 SKM_C25818100815150 (PDF)

Quote Id: 17818578

Prepared For:
CITY OF GEORGETOWN



Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688

Fax: 843-358-2826

Email: ekelley@flintequipco.com

Attachment: SKM_C25818100815150 (2624 : Purchase of Compact Excavator as Part of Replacement of Trencher 1914)

Date: 16 July 2018

Offer Expires: 31 October 2018

Confidential

Quote Summary

Prepared For:
CITY OF GEORGETOWN
125 N Kaminski St
Georgetown, SC 29440
Business: 843-545-4033

Prepared By:
EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

Quote Id: 17818578
Created On: 16 July 2018
Last Modified On: 05 October 2018
Expiration Date: 31 October 2018

Equipment Summary	Qty	Extended
JOHN DEERE 35G Compact Excavator	1	

Equipment Total	\$ 42,900.00
------------------------	---------------------

Quote Summary

Equipment Total	\$ 42,900.00
SubTotal	\$ 42,900.00
Sales Tax	\$ 500.00
Total	\$ 43,400.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 43,400.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 17818578

Customer: CITY OF GEORGETOWN

JOHN DEERE 35G Compact Excavator

Hours:

Stock Number:

Code	Description	Qty
0050FF	35G Compact Excavator	1

Standard Options - Per Unit

3125	Rubber Track	1
4145	Suspension Seat - Vinyl	1
7110	Standard Arm	1
8150	ROPS / FOPS Canopy	1
9555	Angle Blade	1

Dealer Attachments

AT316557	18 in. (457 mm) Heavy Duty Bucket; 2.8 cu. ft. (0.080 cu. m) (4 Teeth Included)	1
AT349584	Hydraulic Clamp, Short Arm - Factory Installation Fee	1
AT386304	Hydraulic GREY Clamp	1

Other Charges

Freight	1
Local Delivery	1
Setup	1
Followup	1
FEC ASC	1

Attachment: SKM_C25818100815150 (2624 : Purchase of Compact Excavator as Part of Replacement of Trencher 1914)

Quote Id: 17818578

Prepared For:
CITY OF GEORGETOWN



Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688

Fax: 843-358-2826

Email: ekelley@flintequipco.com

Attachment: SKM_C25818100815150 (2624 : Purchase of Compact Excavator as Part of Replacement of Trencher 1914)

Date: 16 July 2018

Offer Expires: 31 October 2018

Confidential

Packet Pg. 171

Quote Summary

Prepared For:
CITY OF GEORGETOWN
125 N Kaminski St
Georgetown, SC 29440
Business: 843-545-4033

Prepared By:
EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

Quote Id: 17818578
Created On: 16 July 2018
Last Modified On: 05 October 2018
Expiration Date: 31 October 2018

Equipment Summary

JOHN DEERE 35G Compact
Excavator

Qty	Extended
1	

Equipment Total

\$ 42,299.00

Quote Summary

Equipment Total	\$ 42,299.00
SubTotal	\$ 42,299.00
Sales Tax	\$ 500.00
Total	\$ 42,799.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 42,799.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 17818578

Customer: CITY OF GEORGETOWN

JOHN DEERE 35G Compact Excavator

Hours:

Stock Number:

Code	Description	Qty
0050FF	35G Compact Excavator	1

Standard Options - Per Unit

3125	Rubber Track	1
4145	Suspension Seat - Vinyl	1
7110	Standard Arm	1
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Dealer Attachments

AT316557	18 in. (457 mm) Heavy Duty Bucket; 2.8 cu. ft. (0.080 cu. m) (4 Teeth Included)	1
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AT386304	Hydraulic GREY Clamp	1

Other Charges

Freight	1
Local Delivery	1
Setup	1
Followup	1
FEC ASC	1

Attachment: SKM_C25818100815150 (2624 : Purchase of Compact Excavator as Part of Replacement of Trencher 1914)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2622)**

Meeting: 10/18/18 05:30 PM
Department: Police Department
Category: Report
Prepared By: Johnnie Deas
Initiator: Kelvin Waites
Sponsors:
DOC ID: 2622

September 2018 GPD Report

MAYOR
BRENDON M. BARBER, SR.

POLICE CHIEF
KELVIN A. WAITES



City of Georgetown

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

October 5, 2018

Honorable Mayor Brendon Barber, Sr.
And the Members of City Council
City of Georgetown, South Carolina

Dear Mayor Barber and Council Members:

The following is a list of activities involving the Georgetown Police Department during the month of September 2018:

During the month of September 2018 the Georgetown Police Department has been heavily involved in emergency preparedness for Hurricane Florence, as well as the potential flooding disaster that was projected for the City of Georgetown. As a result the police department was on high alert which required all hands on deck. Your police department worked well under pressure to protect the lives and the property of our citizens. I always say that you never know who you are truly working with until crisis or chaos strikes. I am proud to let you all know that your police department responded to the hurricane and possible major flooding incident as professional as possible. As a result of this there are no injuries or damage to city property to report.

Most of the month of September 2018 staff has spent countless hours in the Emergency Operations Center multiple times a day tracking Hurricane Florence and a major flooding incident. Several activities and meetings had to be rescheduled due to the storm. On Monday October 1, 2018 the Georgetown Police Department was able to go back to normal operations.

During the storm we requested resources through the state Emergency and Preparedness Division. These resources consisted of 40 law enforcement and National Guard soldiers that worked side by side with our people until the threat was over, and 4 high lift vehicles. We appreciate the state resources that were sent to help us and, even though it was due to a disaster it allowed us to showcase the city and our police department. Since then we have had several service members apply to work at the Georgetown Police Department.

Honorable Mayor and City Council Members
October 5, 2018
Page Two

On September 7th members of the Georgetown Police Department received training from the 15th Circuit Solicitor's Office regarding Evidence.com. Evidence.com is a new software that we will be using to transfer casefiles digitally to the Solicitor's Office.

Clayton Johnson is still attending the South Carolina Criminal Justice Academy and has a few weeks left before he graduates.

We have made conditional offers to two certified police officers in the State Of South Carolina. Both Floyd Truss and Akiel McKnight have accepted our conditional offers.

Sincerely,



Kelvin Waites
Chief of Police

KW: pc

Attachments

Attachment: GPD September 2018 Monthly Report 10052018 (2622 : September 2018 GPD Report)

GEORGETOWN POLICE DEPARTMENT **2018 YEAR-TO-DATE ACTIVITY REPORT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SPEEDING CITATIONS	54	37	63	40	20	14	16	18	38				300
OTHER TRAFFIC CITATIONS	122	90	117	80	82	70	84	89	50				784
WARNING - SPEEDING	96	92	154	133	81	86	95	98	37				872
WARNING - OTHER	161	93	139	112	90	53	62	107	57				874
PARKING CITATIONS	1	0	0	10	1	3	11	2	2				30
TOTALS	434	312	473	375	274	226	268	314	184	0	0	0	2,860

2,860

TOTAL CITATIONS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
STATE ACCIDENTS	47	32	34	43	37	58	40	35	32				358
PARKING LOT ACCIDENTS	6	7	12	12	10	12	12	16	10				97
TOTALS	53	39	46	55	47	70	52	51	42	0	0	0	455

455

TOTAL ACCIDENTS

GEORGETOWN POLICE DEPARTMENT **2018 YEAR-TO-DATE ACTIVITY REPORT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ARRESTS	83	67	60	68	69	54	49	35	42			

TOTAL ARRESTS

527

CRIMINAL INCIDENTS	139	137	113	119	128	164	125	111				
DOMESTIC INCIDENTS	2	2	3	3	7	2	4	6				
TOTALS	141	139	116	122	135	166	129	117	0	0	0	0

TOTAL INCIDENTS

1,065

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2617)**

Meeting: 10/18/18 05:30 PM

Department: Municipal Court

Category: Report

Prepared By: Cindy Owens

Initiator: Cindy Owens

Sponsors:

DOC ID: 2617

September 2018 Municipal Court Report

Municipal Court Report September 2018

17.B.1

Cases Disposed

Disposition	# of Cases Disposed	Fine Amounts
Paid	25	\$2,900.25
Served Time	2	\$ 1,740.00
Scheduled Time Payment	17	\$ 8,909.83
NRVC	10	\$ 4,799.50
Tried in Absence	26	\$ 24,462.50
Parking Tickets Paid	1	\$ 10.00
Nolle Prosequi/Dismissed/ Not Guilty	23	
Transferred to General Sessions Court	39	
Voided	1	
Fine Suspended	1	\$ 2,500.00
Total	145	\$45,322.08
Actual fine revenue collected in June		\$11,653.68
Bond hearings held		19
Warrants Prepared		43
Payments posted		62
Tickets entered		75
Expungements processed		12
Cases Filed & scheduled for court		111
Juror notices prepared		0

Attachment: Municipal court report (2617 : September 2018 Municipal Court Report)

Municipal Court Report

17.B.1

September 2018

Jury trials scheduled for Sept. 24 - 28 was rescheduled for Oct. 29 - Nov. 2 because of the flooding.

Attachment: Municipal court report (2617 : September 2018 Municipal Court Report)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2619)**

Meeting: 10/18/18 05:30 PM

Department: Fire Department

Category: Report

Prepared By: Amy Skidmore

Initiator: Charles W. Cribb

Sponsors:

DOC ID: 2619

September 2018 Fire Report

The FIRE Report

A monthly report of Fire Department activities to City Council

October
2018



Fire Prevention Bureau

	2018
	Sept.
Inspections	23
Violations Found	8
Buildings without Violations	12
Buildings Cleared of Violations	2
Violations Corrected	1
Violations Not Corrected	9
3rd Party Inspection Review	0
Assemblies Inspected:	2
Business Inspected:	14
Educational Buildings Inspected:	0
Hazardous Buildings Inspected:	0
Factories Inspected:	0
Institutional Inspected:	0
Mercantile Inspected:	5
Residential Inspected:	2
Storage Buildings Inspected:	0
Construction Meetings:	0
Plans Review:	2
Test Conducted:	0
Compliance Issues:	0
Complaints Reviewed:	0
Business License:	3
Citation Issued:	0

Public Education

Programs	1
Participants	16

Suppression Division

A Brief Look at Emergency Responses

September 2018

1. Four Medical Calls; One Structure Fire; Two Public Service Calls
2. Six Medical Calls; One Smoke Scare; Two Public Service Calls
3. Five Medical Calls; One Alarm Activation; One Woods Fire; Three Public Service Calls
4. Four Medical Calls; Three Public Service Calls
5. Ten Medical Calls; Two Public Service Calls
6. Six Medical Calls; One Alarm Activation; One MVA; Four Public Service calls
7. Eight Medical Calls; One MVA; One Public Service Calls
8. Five Medical Calls; One Trash Fire; Two Public Service Ca;;
9. Eight Medical Calls; One False Alarm; Four Public Service Calls
10. Fifteen Medical Calls; One MVA; One Mutual Aid Call; Three Public Service Calls
11. Four Medical Calls; One Alarm Activation; One Assist Other Agency; Four Public Service Calls
12. Five Medical Calls; Two Public Service Calls
13. Two Medical Calls; One Gas Leak; One Public Service Call
14. Seven Medical Calls; Two Alarm Activations; One False Call; One Explosion
15. Nine Medical Calls; One Electrical Short; Two Public service Calls
16. Seven Medical Calls; One Electrical Issue; One Alarm Activation; One Gas Spill; Three Flood Calls
17. Eight Medical Calls; One Detector Activation
18. Four Medical Calls; Two Alarm Activations; One Public Service Calls
19. Eight Medical Calls; One False Alarm; Five Public Service Calls
20. Three Medical Calls; One MVA; One False Alarm; Two Public Service Calls
21. Four Medical Calls; One Alarm Activation; One MVA; Two Public Service Calls
22. Eight Medical Calls; Two Public Service Calls
23. Six Medical Calls; One Wiring Short Circuit
24. Seven Medical Calls; One Alarm Malfunction
25. Four Medical Calls; One Gas Leak; Two Public Service Calls
26. Seven Medical Calls
27. Three Medical Calls; One Detector Activation; One Gas Leak; One MVA; One Public Service Call
28. Four Medical Calls; One MVA; One Alarm Activation! One Public Service Call
29. Five Medical Calls; Two MVA's; One False Call; One Trash Fire; Two Public Service Calls
30. Ten Medical Calls; One False Alarm; Two Public Service Calls

Attachment: September Fire Report (2619 : September 2018 Fire Report)



Date	September		Year to	
Total Call Volume	2018	2017	2018	2017
As defined by the National Fire Incident Report System				
Fires	5	2	52	32
Rescue Calls/EMS	194	185	1889	1723
Hazardous Conditions	22	40	264	288
Service Calls	44	40	361	341
Good Intent Calls	8	7	94	90
False Alarms	18	7	127	127
Weather/Flood	1	1	3	12
Special Incident Type	7	8	90	72
Total Calls	299	290	2880	2685

Save/Loss Analysis

	Losses	Property Values
September 2018	\$ 0	\$ 0
September 2017	\$ 0	\$ 0
Year to Date	\$ 130,443	\$ 787,300

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

Mutual Aid Calls

	September	YTD
To Georgetown County Fire	0	11
To Midway Fire	3	11
To other Departments	0	0
From Georgetown County Fire	0	15
From Midway	0	5
From other Departments	0	3

	September	YTD
Staff Training Hours	557.75	8224.17

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2625)**

Meeting: 10/18/18 05:30 PM

Department: Public Works

Category: Report

Prepared By: Natrona Simmons

Initiator: Tim Chatman

Sponsors:

DOC ID: 2625

September 2018 Public Works Department Report



**SEPTEMBER, 2018
PUBLIC WORKS DEPT.
CITY COUNCIL MONTHLY REPORT**

STREETS and GROUND MAINTENANCE

1. Crews assisted sanitation crews with garbage and debris collection.
2. Work order requests completed for sidewalk, pothole repairs and road maintenance.
3. Crews distributed and transported sandbags in preparation of Hurricane Florence.
4. Delivery of roll out carts and cones for special events and other emergency assistance.
5. Maintenance of all city parks and welcome sign areas completed.

RESIDENTIAL SANITATION

	TOTAL	
1. Yard Waste: Leaves, Grass & Straw collected:	185.57	Net Tons
2. Brown & White Goods collected:	103.81	Net Tons
3. Residential & Commercial Solid Waste Collection:	246.85	Net Tons
4. Recyclables Collected:	10.31	Net Tons
5. Work orders requests completed for roll-out cart repairs, new roll out cart deliveries and/or replacements and recycle bins.		

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2623)**

Meeting: 10/18/18 05:30 PM

Department: Fleet Services

Category: Report

Prepared By: Isaac Williams

Initiator: Isaac Williams

Sponsors:

DOC ID: 2623

September 2018 Fleet service Report



SEPTEMBER 2018 MONTHLY REPORT

- Repairs 73
- PM Services 8
- Tires repaired or replace 22
- Services past due 28

Attachment: Monthly Report (2623 : SEPTEMBER 2018 Fleet service Report)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2627)**

Meeting: 10/18/18 05:30 PM

Department: Electric

Category: Report

Prepared By: Alan Loveless

Initiator: Alan Loveless

Sponsors:

DOC ID: 2627

September 2018 Electric Utility Department Report

BRENDON M. BARBER
Mayor

CAREY SMITH
Interim City Administrator



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

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

October 9, 2018

Following is a brief summary of major activities in the Electric Utility Department for September 2018:

Peak shaving operation successfully predicted the Santee Cooper system peak for September and we had both units running at the correct time. The plant is now fully operational and commissioned and all systems are operating well. If any Council members are interested in seeing the plant, please contact me.....I'd be more than happy to show you around the facility.

The contractor crew is now working on the replacement of bad poles in the West End area and providing occasional support to our line crew.

The contract tree crew from Wolf Tree has been sent home. There were repeated absences without communication, poor reliability and issues with poor equipment, so we terminated the purchase order and will issue a new purchase order for the remainder of the FY2017/18 purchase order to Ricky's Tree Service, who was the second low bidder. Bids will be procured for the money budgeted for tree contract assistance in FY 2018/19.

The month of September was full of weather-related uncertainties. Hurricane Florence could have been a major event for us, but we survived it with no more than a few scattered tap fuse outages related to tree contact caused by wind. I feel that we were well-prepared for anything that could have come our way, but we are very thankful that the storm did not cause more damage. After relaxing for a few days after the storm, we were faced with predictions of major flooding in much of Georgetown. Again preparing for the worst and hoping for the best, the predictions turned out to be inaccurate and we were spared from any damage. Santee Cooper deserves thanks for assisting us with the placement of sandbags around the Maryville Substation to protect both their equipment and ours in the event of flooding.

We have received a couple of additional calls concerning customer-side solar generation. We have started the process of discussing our philosophy concerning rates and connection issues. A meeting was held with Santee Cooper staff to obtain their input and information on their rates and connection protocol. This could be a time-

consuming process over the next few months. Rate issues are important so that we prevent all customers subsidizing solar installations for a few customers. Progress will be slow on this.....Santee Cooper continues to assist in providing information. No progress has been made on this in the past few months.

We have completed several projects with the school district in conjunction with their capital upgrades projects. These included removal of a single-phase primary pole line adjacent to the softball field behind Georgetown High School (involved the relocation of a couple of underground services), a major service upgrade/relocation at Howard School, and removal/rearrangement of some overhead lines at Maryville Elementary.

The LED street light replacement project is proceeding nicely, with a little over 700 lights installed by the end of September. This represents about one-third of our system. Areas with new street lights include virtually everything west of Fraser Street and parts of Country Club Estates and Black River Road.

We continue to experience difficulty in recruiting experienced Line Technicians to fill our vacant positions. The competition for these individuals continues to grow, driving hourly wages even higher than we discussed at the budget retreat. We anticipate making a presentation at a Council workshop in the near future so that we can discuss options for addressing this.

Cooper continues to provide us with replacement water nodes as warranty replacements to allow us to do a better job of staying ahead of failed nodes prior to billing reads. We still experience occasional delays in receiving new nodes, and this always results in higher than normal re-read numbers.

Meetings continue with representatives of Tideland's Health concerning electric service to the expanding campus. Now that the surgical wing is energized, a new medical office building should be the final major expansion on this campus. Another meeting was held with them during January in which we discussed the need for an additional transformer to serve the main building while some work is being done on the existing service. This is necessary to allow them to tie in their existing service to their back-up generators. Provisions are being made to do this, and we are also discussing some line work that would tie the campus together and allow us to feed virtually the entire campus through one meter. This should fit into the CIP funding that has been approved for hospital infrastructure improvement. We are waiting for Tideland's to let us know of their desire to proceed with this work.

We continue to be optimistic about the development of commercial property across from Wal Mart adjacent to the new credit union. Hopefully meetings will result in a move to annex this property so that we can incorporate this into our electric service territory.

We are working with representatives of County Economic Development to provide information on the Eagle property to see if this property is marketable for commercial development.

A couple of meetings have been held with owners of buildings in the 900 block of Front St. They are having sewer pumping issues which are complicated by the location of our electrical conduit bank serving transformer 4. After a cable TV crew dug into one of our services in this alley, we worked with the property owners and the Water Utilities Dept. to excavate an area large enough for a new sewer line to be placed under our duct bank. This seems to have been a successful resolution to this problem.

The Electric Department has provided some assistance to the drainage project now underway on South Congdon Street. We continue to work with this contractor to brace poles as needed so that their work can be performed safely.

The September safety meeting was not held because of scheduling difficulties associated with the hurricane and flooding.

Other statistics of interest for September:

• Cut-on – regular	83
• Cut-off – regular	118
• Cut-off – non-pay	143
• Non-pay restores	124
• Re-read orders	432
• Accidents – lost time	0
• Accidents – first aid/property damage	0
• PUPS locates	93
• Total orders worked	915

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2629)**

Meeting: 10/18/18 05:30 PM

Department: Water Utilities

Category: Report

Prepared By: Will Cook

Initiator: Will Cook

Sponsors:

DOC ID: 2629

September 2018 Water Utilities Report

SEPTEMBER 2018 WATER UTILITIES REPORT

Water Treatment Plant

- WTP Filtered Water Total 42.348 MG
- Average Daily Flow Finished Water 1.412 MGD
- King Well 0.000 MG
- Maryville Well 7.220 MG

Wastewater Treatment Plant

- Influent Flow Total 158.431 MG
- Average Daily Influent Flow 5.281 MGD
- Effluent Flow Total 138.234 MG
- Average Daily Effluent Flow 4.608 MGD
- Rainfall Total 9.82 inches
- We have received our Draft NPDES permit and are reviewing.

Water Distribution

- Completed 44 work orders
- Repaired 15 water leaks
- Replaced 2 water meters
- Completed 93 locates

Wastewater Collection

- Completed 34 work orders
- Responded to 24 backups
- Routine line cleaning
- Completed 93 locates

Maintenance

- Completed 8 work orders
- Completed 4 work orders on pump stations throughout City
- Completed 2 work orders for the WWTP
- Completed 0 work orders for the WTP

Stormwater

- Completed 14 work orders
- Completed 93 locates
- Routine line and ditch cleaning

Customer Surveys

- We received a score of 3.9 out of 5 this month.

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2621)**

Meeting: 10/18/18 05:30 PM

Department: Engineering

Category: Report

Prepared By: Orlando Arteaga

Initiator: Orlando Arteaga

Sponsors:

DOC ID: 2621

September 2018 Engineering Report



**City of Georgetown
Engineering Monthly Report
September 2018**

Engineering - Orlando Arteaga, P.E.

Date: October 4, 2018

CAPITAL IMPROVEMENT PROJECTS

1. North Side Water Storage Tank

- Engineer: WK Dickson
- Contractor: Caldwell Tanks, Inc.
- Bid Price: \$1,574,700
- Notice to Proceed: 11/10/2017
- Construction Finish: 2/13/2019 (Planned)
- Scope: New elevated water storage tank with a capacity of 250,000 gallons located behind Middle School. Project includes open cut, HDD and Jack & Bore trenching for a 12-in. water main. Work also includes some upgrades at the Yogi Bear Tank.
- Status:
 Work-in-place is approximately 65% complete.
 Piles and foundation completed on 3/12/18.
 Steel tank erection completed on 6/4/2018.
 Steel tank painting completed 7/5/2018.
 Horizontal Direction Drill (HDD) pipe installation completed on 7/31/18.
 OT Cooper & Company, LLC sub of AC Shultes mobilized in early August and worked on open-cut excavation for 12-in. water main. Subcontractor prepared for jack and bore for new 12-in water main crossing Maybank Drive.
 Jack and bore operations were suspended due to accident flooding in the trench due to a pipe leak. Contractor had to backfill the trench and relocate well points. Work was suspended in September. General contractor plans to restart during the week of October 8th.

2. Historic District Water Main Improvements

- Engineer: AECOM
- Contractor: Lawrimore Construction, Inc.
- Bid Price: \$1,487,323.4
- Notice to Proceed: 7/31/2018
- Construction Finish: 1/27/2019 (Planned)



**City of Georgetown
Engineering Monthly Report
September 2018**

- Scope: Water system improvements include the replacement of approximately 8,700 linear feet of 6-in. water mains in the City's Historic District. Work includes new house service connections, new fire hydrants, and street and sidewalk restoration.
- Status:
Contractor mobilized on 8/21/2018.
Contractor installed 6-in. water main on Screven Street, Meeting Street, Howard Street, River Road, and East Bay Street. Work in place is about 29% complete.

This project is financed by the State Revolving Fund (SRF)

3. Kaminski & Heyward Streets Water Mains

- Engineer: Weston & Sampson
- Contractor: Lawrimore Construction, Inc.
- Bid Opening Date: 5/8/2018
- Bid Amount: \$330,950.00
- Notice to Proceed: 7/30/2018
- Construction Finish: 11/7/2018 (Planned)
- Scope: Install 505 LF of 6-in. PVC water main on Heyward Street and 1,555 LF of 6-in. PVC water main on Kaminski Street with new house service lines and fire hydrants. Work includes sidewalk and street restoration.
- Note: Scope at Heyward Street has been modified to do the jack and bore of water main only under Black River Road in order to stay within the budget. City will install the remaining of the water main.
- Status: Contractor did not mobilize during the month of September.



**City of Georgetown
Engineering Monthly Report
September 2018**

4. West End Sewer Rehabilitation-Design

- Engineer: AECOM
- Design Fee: \$219,500.00
- Design Start: 10/2/2017
- Design Finish: 8/3/2018
- Bid Advertisement: August 3, 2018
- Bid Due Date: September 5, 2018
- Approved Bid Amount: \$2,031,247.00
- Scope: The project consists in obtaining engineering services for conducting a sewer system evaluation survey (SSES) and preparing design plans and specifications for the rehabilitation of the West End sewer system. The work includes identification of system deficiencies such as structural, operations and maintenance, and infiltration and inflow (I/I) problems. The rehab work will be performed in two Phases: Phase I includes the SSES work and Phase II consists of the rehabilitation of the sewer system by replacing sewer mains, manholes and lining the existing sewer mains as recommended by the Engineer.
- Status:
Phase I work (SSES) is completed.

Phase II work consists of approximately 17,000 lineal feet of sewer rehabilitation using the Cure in Place Pipe Method (CIPP), and about 1,500 lineal feet of open-cut sewer line replacement.

Bids were open on September 5th. Layne Inliner, LLC is the successful bidder. Council approved bid on September 20th in the amount of \$2,031,247.00

This project will be financed by the State Revolving Fund (SRF).



**City of Georgetown
Engineering Monthly Report
September 2018**

**5. Drainage Improvements Project for Congdon, Highmarket, Lynch/Duke Streets
Phase I and Phase II-**

- Engineer: AECOM
- Contractor: Green Wave Contracting, Inc.
- Phase I Bid Amount: \$1,967,970.48-Revised
- Phase II Bid Amount: \$323,739.68-Revised
- Project duration: Phase I: 300 calendar days; Phase II: 390 calendar days.
- Construction Finish: Phase I 11/4/2018 (planned) Phase II: 1/31/2019 (Planned)
- Change Order no. 1- \$51,500 approved
- Change Order no. 2- \$15,727 approved
- Change Order no. 3- \$ 32,494 approved
- Change Order no. 4- \$0 approved. This change order extends the Phase I contract duration until November 4, 2018 due to delays caused by CSX.
- Scope: New 60", 48", 42", 36", 24" storm drain pipe, catch basins, manholes, yard inlets, headwalls, junction chambers, ditch excavation, sidewalk, curb/gutter and street asphalt restoration. New relocated 6-in. water main on Duke Street. Relocation of 18-in. raw water line at railroad tracks.
- Status:
Work-in-place is about 80% complete.
Progress meeting scheduled on 9/27/2018 was canceled due to flood alert.

Contractor installed 6-inch water main and fire hydrant on Duke Street. Water main tested for pressure and chlorinated. Waiting for SCDHEC approval.

Contractor completed new sidewalk and driveways on the north side of Highmarket Street. Contractor continued with 60-in. SD pipe on Lynch Street. Work has been suspended on Lynch Street until Highmarket Street is completely open.

A change order no. 5 will be prepared to adjust over estimated and under estimated quantities to actual field-measured quantities.

A change order may be necessary to address road conditions on Highmarket Street due to cave-in of outer travel lane. SCDOT has indicated that the road needs to have an 8-in. base, 2-inches of intermediate course, and 2-in. of asphalt top course. Contractor



**City of Georgetown
Engineering Monthly Report
September 2018**

change order request received on 9/4/2018 and City is currently reviewing and processing these additional charges.

Contractor stated that they will request an extension of time due to excessive rain during the months of July and August, hurricane Florence, and flood threat. Work was suspended during the weeks of 9/17 and 9/24 due to Hurricane Florence and the flood alert.

6. Storm Water Management Plan

- RFQ released on 4/4/2018.
- Proposals received on 5/9/2018.
- Consultant: WK Dickson
- Council approved Phase II study on 9/20/2018 in the amount of \$180,000.
- Kickoff meeting held on 6/7/2018.
- Activities:
Field work for inventory and attribution of structures, database entry, organization of the database and mapping. Next month consultant anticipates completing the surveying, mapping the system, and beginning the modeling.

7. Constitution Park Bulkhead Replacement

- Engineer: McSweeney Engineers, LLC
- Contractor: ARC, Inc.
- Bid ad date: 4/11/2018
- Pre-bid Meeting Date: 4/25/2018
- Bid Opening Date: 5/8/2018
- Bid amount: \$214,500
- Scope: Remove and replace approximately 70 linear feet of timber bulkhead at Constitution Park. Work includes replacement of storm drains and sidewalk restoration.
- Status:
Pre-construction meeting held on Thursday, August 23rd, 2018.
Possible start date in ~~early October~~. TBD



**City of Georgetown
Engineering Monthly Report
September 2018**

S&ME has been hired to provide pre and post-construction surveys of the two adjacent properties and two do vibration monitoring during the pile driving operations. Two previously pre-construction inspections have been canceled due to hurricane Florence and flood threat.

8. West End Sidewalk Improvements: Front Street between Alex Alford and Lafayette

- Engineer: Cagle Engineers
- Design fee: \$21,500
- Bid Release Date: 7/11/2018
- Bid Due Date: 8/1/2018
- Contractor: CP&G
- Base Bid Amount: 69,000
- Scope: New sidewalk along Front Street between Alex Alford and Lafayette Streets
- Status:
Project has been awarded to CP&G. Anticipated start date is ~~9/10/2018~~-TBD due to Hurricane Florence and flood threat

9. East Bay Park Walking Trail Paving

- Engineer: Cagle Engineers
- Bid Release Date: 7/11/2018
- Bid Due Date: 8/1/2018
- Contractor: Coastal Asphalt, LLC
- Base Bid Amount: \$69,280
- Status:
Project has been awarded to Coastal Asphalt, LLC. Start date is in early October.

10. WWTP Chlorination Building

- Engineer: WK Dickson
- Design status:



**City of Georgetown
Engineering Monthly Report
September 2018**

Civil, process, I&C and structural drawings 100% complete and were submitted to DHEC on 8/28. The only anticipated changes will be to address permitting comments from DHEC (if any). Electrical and Building Mechanical plans are completed.

PRIVATE DEVELOPMENT PROJECTS: None

SCDOT ENCROACHMENT PERMITS: One (1)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2618)**

Meeting: 10/18/18 05:30 PM

Department: Housing and Community Development

Category: Report

Prepared By: Rick Martin

Initiator: Rick Martin

Sponsors:

DOC ID: 2618

September 2018 Housing & Community Development Report

**Housing & Community Development
September 2018**

**Building Official
Rick Martin**

Inspections and Permits

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

Monthly Report:

Business License	3
Stop Work	0
Re-Inspection	0
Footings	4
Rough Inspections	13
Electrical	14
Mobile Home	1
On-site	29
CO	2
TRC	0
Plan Review & Sign	2
City Alarm System	0
Total	68

Meetings: ARB 1 Item, BZA 0 Item; KGB 1 meeting; CBA- no meeting, CAB- 0 meeting, PC-0

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 continued at the Harbor Walk Marina;
- We currently have 5 new residential homes under construction and a new commercial building in the planning stages;
- We have 1 restaurant that is close to being finished, the bakery on Front Street has received its final and should be open soon;
- We are working with the developer for the 128 apartments that are going to be constructed behind our current location;
- We are continuing to empty out the old City Hall building and preparing for demolition;
- We are still looking at some additional annexation with the possibility of two new businesses in the very near future;
- Damage assessments were done on Sunday the 15th and we had minor impact except the apartments behind the Piggie Wiggly, it had some flooding inside the apartments which displaced 8 families; Tracy and Cindy worked with them and tried to help them find other places to stay while the apartments were being repaired;
- A home in Willowbank did suffer minor damage due to an oak tree toppling over from the rain;

- Matt, Ryan, and myself spent almost two weeks tracking the flood waters at high tides to help add information for future flooding predictions;
- My entire staff assisted with the filling of over 8,900 sandbags to help property owners protect their property.
- Tracy Gibson is on staff and doing a great job of Code Enforcement, working with overgrown lots and debris;
- Cindy is busy with Keep Georgetown Beautiful and working on our parks and entrances and areas around City Hall. She is doing site visits on the main corridors and Front Street each Monday and Friday;
- Ryan is on staff and working with me learning the Building Codes and inspections as well as updating our dilapidated structure list; He attended class and is working on becoming state certified;
- Matt is working with all departments as well as Planning and Zoning as well as helping with our zoning and planning;
- 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; and
- Debra, Tracy, Cindy, Ryan, 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 Tracy Gibson

Letters Issued for Violations	
Total Letters Issued for Overgrown Lots	4
Total Letters Issued for Neglect of Structures	0
Total Letters Issued for Yard Debris/Solid Waste/Construction Debris/Inoperable Vehicles/Electronic Devices	0
Total Letters Issued for Vision Clearance	2
Total Work Orders Sent to Streets & Sanitation	0
Total Letters Sent for Dilapidated Structures	0
Total Letters Sent for Sign Violations	0
Total Referrals for Water & Sewer	3
Citations Issued for Violations	
Total Citations Issued for Overgrown Lots	0
Total Citation 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 Citations Issued for Encroachment Permits	0
Total Demolitions	
Total Dilapidated Structures Removed (0)	
Other Miscellaneous Complaints	
Complaints	17

Permits	
Total Letters Issued for Encroachments	0
Total Referrals to Electric – Tree Crew	3

Additional Information for September 2018 Report:

*Due to the weather alert of Hurricane Florence and the flooding, the City of Georgetown offices was closed for various days for two weeks. As the Code Enforcement Officer for the City of Georgetown and being a part of an essential department, I helped with Sandbags distribution, assessments of properties throughout the city and various other duties to help assist our city & county residents to prepare for the storm.

Administrative Assistant II Debra Grant

Board & Commissions:

ARB:

1. 114 Cannon Street requested the approval for foundation reconstruction.
2. 701 & 703 Front Street requested the approval for revisions on deck.
3. 515 Prince Street requested the approval for demolition and new construction.
4. 123 Meeting Street requested the approval for alterations (postponed until October meeting).

ARB (On-Site):

None

BZA:

None

Planning Commission:

1. Consider and recommend amendments to Chapter 17, Article IV, of the Code of Ordinance.

None

CAB (Community Appearance Board):

None

CBA (Construction Board of Appeals):

None

TRC:

None

FOIA:

None

Permit Valuation Report:

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

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
- Preparing and organizing for Hurricane Florence and the aftermath

Community Planner/GIS Technician

- Sign Permits: Harvest Moon Ice Cream, SOS Health Care, Bearded Butcher, Headquarters Vape, & AT&T Store.
- Temporary Sign Permits: Pure Salon, Wooden Boat Show, & Winyah Bay Dermatology.
- Finished the minutes and the evaluation report the annual Program for Public Information committee meeting held on August 30th. Sent draft out to committee for review.
- Continue to search storage boxes and files for Mr. Singleton information with no luck. Court scheduled for Sept. 24th was canceled due to Hurricane Florence flooding potential impact.
- Off work for Hurricane Florence between 9/12/18 and 9/14/18.
- Meeting with the property manager of the Plantation Plaza shopping center on N. Fraser Street to talk about upcoming tenants, sign regulations, city development, etc.
- Helped the city with the sandbagging production before the hurricane.
- Attended a planning review class in Columbia.
- Worked to get better information on the flood inundation maps and perform analysis using stream gauge recordings and river heights to help predict our flooding possibilities. Height waters were on full moon on 9/24/18 and during high tide on 9/30/18.
- Met with Mr. Ellis of SCEMD on damage assessment information and then got with County for their new Crisis Track web application to track all the damage assessment around the city and county. It uses a simple app on a tablet to do field work, we just have to get it set up for the City and the H&CD department first to use it.
- Off work most of day between 9/26/18 and 9/28/18 due to city hall being closed for proposed flood hazard.

Keep Georgetown Beautiful

- Prepared for Keep Georgetown Beautiful Monthly Board Meeting.
- Worked on all details involved in planning Riversweep.
- Notified volunteers of cancellation of the Riversweep due to Hurricane Florence.
- Assisted in preparation for upcoming Hurricane and Flood.
- Rode City after Hurricane assessing damage.
- Visited hurricane damaged sites and filled out reports.
- Assisted in Sandbag distribution for Hurricane and flood.
- Commercial and residential code enforcement.
- Sent letters, made phone and visited persons concerning code violations.
- Assisted with City Hall Moving.
- Submitted final grant report for the Palmetto Pride Tree Grant.
- Attended the Keep South Carolina Beautiful and Palmetto Pride mid-year meeting.

FRIENDS OF THE KAMINSKI HOUSE REPORT – September 2018

Due to Hurricane Florence and its after-effects, September was a challenging month for the museum. The museum was closed for 9.5 days and saw a dramatic reduction in visitation and earned income from tours, shop sales, and event rentals.

When one looks at our numbers for September 2016 (due to TS Irma, September 2017 was not a typical month for comparison's sake) compared to September 2018, the museum's visitor head count for the Kaminski House was down 70.4%. Shop sales were down for the same period by 73.5%, and tour revenues were down 58%. We also lost an additional \$600 due to several cancelled group tours in September.



The museum staff and volunteers did a fabulous job of preparing the Kaminski House for Hurricane Florence. The museum's collections were all moved to a safe location within the house and were placed under protective plastic sheeting. It takes many hours to prepare the museum for hurricanes and just as many hours to unwrap the house after the event.

Thankfully, the museum is located on high ground, so there was no need for protective wrapping/moving of items in preparation for the proposed hurricane-related flooding. The one area of the museum that was in harm's way for flooding was the riverfront terrace/walkway. That area is yet to be assessed after the recent flooding and as of the writing of this report, it is too soon to know what, if any, damage has been done to the riverfront walkway.

We have a lot of wonderful public programs and events scheduled for the rest of the year and we are looking forward to better times.

Robin Gabriel, Executive Director

Building Inspector/Code Enforcement Ryan Call

- During the month of September I have assisted with dealing with Hurricane Florence and its aftermath;
- I was also involved with the flooding preparations that followed;
- I have assisted in the removal and relocating of numerous items from the old city hall to prepare it for demolition;
- I have been out in the field on a daily basis observing numerous inspections;
- I attended and completed a class in Columbia Sep. 17-20;
- I have recently been completing practice quizzes in preparation for my exam on the residential building code.

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2628)**

Meeting: 10/18/18 05:30 PM

Department: Finance

Category: Report

Prepared By: Debra Bivens

Initiator: Debra Bivens

Sponsors:

DOC ID: 2628

September 2018 - Finance and IT Report

September 2018 Finance and IT Departments Report

Statistics:

New Business Licenses Issued: None issued.

Projects Progress:

Grants: Please see the attached schedule for the detail on each grant award.

Year End Audit: Finance Department Staff will continue the year end closing process and 2018 Financial Statement preparation. The Auditors will start their on-site field work on October 22nd.

State Revolving Fund Loans: The projected closing date on the two (2) SRF loans will be the week of October 22nd.

Set Off Debt Collection Program: We submitted over six hundred (600) outstanding utility bills and police fines to the Municipal Association and the State for setoff against 2019 State Income Tax Refunds. Over the years, this has proven to be an excellent source for delinquent revenue collections.

FEMA Reimbursement: We continue to work with each City Department to capture all of the necessary documentation for FEMA from the recent storm and flood to ensure maximum reimbursement.

Upcoming Procurement Projects:

- Drainage Project (Phase I & Phase II)
- North Side Water Storage Tank
- Constitution Park Bulkhead Project
- LED Street Light Project
- Historic District Water Systems Improvements
- West End Sewer Rehabilitation Project
- Kaminski And Heyward Streets Water Main Projects
- King Well Rebuild

Attached are the Budget Performance Reports for September 2018.

Ref	Grantor	Program	Award Amount	Match Amount	Expenditures	Balance	Award #	Status
<u>FEDERAL GRANTS</u>								
1	SC Department of Commerce	Highmarket & Duke Drainage Improvements (CDBG)	1,000,000.00	1,344,175.09	1,756,201.95	587,973.14	CDBG #4-CI-15-012	
2	Federal Highway Administration	East Bay Park Recreational Trail (SCPRT)	77,758.60	19,439.65	97,198.25	-	P28051500715	
3	SC Department of Commerce	Ladder Fire Truck	500,000.00	377,987.00	22,000.00	855,987.00	CDBG #4-CE-16-003	
<u>STATE GRANTS</u>								
4	SC Rural Infrastructure Authority	N. Congdon St & CSX Drainage Ditch Improvement Project	159,365.00	133,720.00	249,418.66	43,666.34	#R-16-1094	
5	SC Parks, Recreation, & Tourism	East Bay Park Recreational Trail - Phase I (SCPARD)	41,003.52	10,250.88	51,254.40	-	2018101	CLOSED
6	SC Parks, Recreation, & Tourism	East Bay Park Recreational Trail - Phase II (SCPARD)	42,095.28	10,523.82	-	52,619.10	2019019	NEW
7	SC Muni Insurance Trust	2018 Fire Equipment	2,000.00	2,000.00	2,953.17	1,046.83	-	
<u>OTHER GRANTS</u>								
8	Palmetto Pride	Keep South Carolina Beautiful 2018	7,821.00	-	3,528.72	4,292.28	-	
TOTAL			<u>1,830,043.40</u>	<u>1,898,096.44</u>	<u>2,182,555.15</u>	<u>1,545,584.69</u>		

G/L Date	Gov Deal #	Asset #	Dept.	Description	Amount	Sales Tax	Total Proceeds	GovDeals Fee	Notations
-				No Activity	-	-	-	-	
				Total July	-	-	-	-	
-	515	-	Water	Lab Equipments	-	-	-	-	No Bids
-	517	-	Finance	Printers (7 HP and 1 Dell)	-	-	-	-	No Bids
-	518	-	Finance	Varies print cartridges	-	-	-	-	No Bids
				Total August	-	-	-	-	
09/07/18	457	-	Finance	Server Strips (Qty. 8)	100.00	7.00	114.50	7.50	Tom Sutherland; Rec. 2019-10674
09/06/18	470	-	Finance	Four Dell PowerEdge 1850 Server	100.00	7.00	107.00	-	Clinton Johnson; Rec. 2019-10617
09/06/18	474	-	Finance	Two HP Proliant DL 360 G5/G6 Server	100.00	7.00	107.00	-	Clinton Johnson; Rec. 2019-10617
09/06/18	476	-	Finance	Five HP Proliant DL 380 G7 Server	100.00	7.00	114.50	7.50	Clinton Johnson; Rec. 2019-10502
09/06/18	481	-	Finance	Two HP Proliant DL 385 G7 Server	139.50	7.00	146.50	-	Clinton Johnson; Rec. 2019-10617
-	507	-	Finance	APC Symetra LX Battery	-	-	-	-	auction
-	519	-	Finance	Large Cubicle Desk	-	-	-	-	No Bids
-	520		Finance	Computer Monitors	-	-	-	-	No Bids
				Total September	539.50	35.00	589.50	15.00	
-	521	-	H & C	HP Designjet 4000	-	-	-	-	auction
				Total October	-	-	-	-	
-	-	-			-	-	-	-	
				Total November	-	-	-	-	
-	-	-			-	-	-	-	
				Total December	-	-	-	-	
-	-	-			-	-	-	-	
				Total January	-	-	-	-	
-	-	-			-	-	-	-	
				Total February	-	-	-	-	
-	-	-			-	-	-	-	
				Total March	-	-	-	-	
-	-	-			-	-	-	-	
				Total April	-	-	-	-	
-	-	-			-	-	-	-	
				Total May	-	-	-	-	
-	-	-			-	-	-	-	
				Total June	-	-	-	-	
-	-	-			-	-	-	-	
				TOTAL PER G/L	539.50	35.00	589.50	15.00	



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
323.022	Plan Review Fee	15,000.00	.00	.00	945.00	14,055.00	6	14,712.50
323.023	Sign Permit Fee	4,500.00	380.00	.00	1,159.00	3,341.00	26	4,579.00
323.024	Planning Commission Fees	200.00	.00	.00	.00	200.00	0	.00
323.025	ARB Fees	900.00	90.00	.00	315.00	585.00	35	1,595.00
323.026	Plat Approval Fees	300.00	.00	.00	115.00	185.00	38	480.00
323.027	Special Events Permit	500.00	.00	.00	100.00	400.00	20	711.00
323.028	Miscellaneous permits	500.00	.00	.00	175.00	325.00	35	5,261.94
364.000	Housing Authority FILOT	38,000.00	.00	.00	.00	38,000.00	0	.00
Licenses and Permits Totals		\$3,037,650.00	\$7,226.13	\$0.00	\$55,103.07	\$2,982,546.93	2%	\$2,723,712.72
Impact Fees								
324.008	Fire Impact Fee	60,000.00	.00	.00	2,392.80	57,607.20	4	42,364.97
Impact Fees Totals		\$60,000.00	\$0.00	\$0.00	\$2,392.80	\$57,607.20	4%	\$42,364.97
Fines and Forfeitures								
351.001	Police Fines	150,000.00	3,469.43	.00	12,422.52	137,577.48	8	114,227.86
351.003	Parking Fines	1,500.00	10.00	.00	1,443.75	56.25	96	770.00
351.008	Victim's Asst. Fees-(%)	15,000.00	296.04	.00	1,660.25	13,339.75	11	14,009.75
351.009	Victim's Asst. Flat Fees	7,000.00	108.88	.00	747.40	6,252.60	11	6,018.27
351.012	Traffic Education Program Fees	1,000.00	.00	.00	140.00	860.00	14	700.00
Fines and Forfeitures Totals		\$174,500.00	\$3,884.35	\$0.00	\$16,413.92	\$158,086.08	9%	\$135,725.88
Charges for Services								
344.005	SRO Reimbursement	143,400.00	.00	.00	.00	143,400.00	0	.00
351.010	Misc Police Revenue	3,000.00	143.20	.00	867.20	2,132.80	29	6,237.70
363.001	Fees for GIS/B&P Documents	25.00	.00	.00	20.00	5.00	80	20.50
363.005	FOIA Fees	100.00	188.00	.00	199.05	(99.05)	199	179.30
Charges for Services Totals		\$146,525.00	\$331.20	\$0.00	\$1,086.25	\$145,438.75	1%	\$6,437.50
State Shared								
311.004	Inventory Tax	132,978.00	.00	.00	.00	132,978.00	0	99,733.59
311.006	Homestead Exemption Tax	128,000.00	.00	.00	.00	128,000.00	0	131,878.05
311.007	Manufacturer's Tax Reduce	20,000.00	.00	.00	.00	20,000.00	0	24,183.62
311.008	Motor Carrier Lieu of Tax	8,500.00	.00	.00	525.80	7,974.20	6	10,947.37

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
335.001	Local Government Fund	205,000.00	.00	.00	.00	205,000.00	0	155,222.97
351.007	Sunday Liquor Sales	15,000.00	.00	.00	.00	15,000.00	0	11,350.00
	State Shared Totals	\$509,478.00	\$0.00	\$0.00	\$525.80	\$508,952.20	0%	\$433,315.60
	Local Grants							
332.008	Other Local Grants	8,000.00	.00	.00	.00	8,000.00	0	6,039.32
	Local Grants Totals	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%	\$6,039.32
	Federal Grants							
335.004	Fema Recovery	100,000.00	.00	.00	.00	100,000.00	0	65,041.91
	Federal Grants Totals	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	\$65,041.91
	Investment Earnings							
361.001	Investment Earnings	35,000.00	10,955.84	.00	36,306.37	(1,306.37)	104	49,005.36
	Investment Earnings Totals	\$35,000.00	\$10,955.84	\$0.00	\$36,306.37	(\$1,306.37)	104%	\$49,005.36
	Miscellaneous							
362.000	Rents and Royalties	32,000.00	.00	.00	.00	32,000.00	0	28,301.87
364.001	Steel Mill FILOT	18,000.00	.00	.00	.00	18,000.00	0	17,125.48
368.000	Work Comp Reimbursement	15,000.00	.00	.00	.00	15,000.00	0	50,957.57
369.000	Cash Over & Short	100.00	.00	.00	.00	100.00	0	94.96
369.002	Miscellaneous Revenue	5,000.00	4,645.89	.00	5,499.64	(499.64)	110	102,507.04
369.003	Insurance Proceeds	15,000.00	.00	.00	.00	15,000.00	0	2,248,071.15
369.005	Set-off Debt Collection Fees	1,500.00	.00	.00	.00	1,500.00	0	1,403.94
369.013	Returned Check Fees	3,500.00	150.00	.00	895.00	2,605.00	26	3,330.00
	Miscellaneous Totals	\$90,100.00	\$4,795.89	\$0.00	\$6,394.64	\$83,705.36	7%	\$2,451,792.01
	Operating Transfers In							
392.001	From Electric Fund	749,115.00	62,426.25	.00	187,278.75	561,836.25	25	1,399,999.56
392.002	From Water Fund	212,727.00	17,727.25	.00	53,181.75	159,545.25	25	.00
392.003	From Accom Tax Fund	30,000.00	.00	.00	.00	30,000.00	0	31,066.56
392.005	From Wastewater Fund	275,122.00	22,926.83	.00	68,780.49	206,341.51	25	.00
392.007	From Stormwater Fund	133,161.00	11,096.75	.00	33,290.25	99,870.75	25	.00
392.009	From Hospitality Fund	108,000.00	9,000.00	.00	27,000.00	81,000.00	25	108,000.00
392.014	Transfer from debt service	100,000.00	.00	.00	.00	100,000.00	0	.00

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
394.002	Transfer from fund balance	166,717.00	.00	.00	.00	166,717.00	0	.00
	Operating Transfers In Totals	\$1,774,842.00	\$123,177.08	\$0.00	\$369,531.24	\$1,405,310.76	21%	\$1,539,066.12
	Financing Proceeds							
393.003	GO Bond Proceeds	.00	.00	.00	.00	.00	+++	2,000,000.00
	Financing Proceeds Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,000,000.00
	Sale of Assets							
391.001	Sale of Assets	2,000.00	494.00	.00	494.00	1,506.00	25	632.85
	Sale of Assets Totals	\$2,000.00	\$494.00	\$0.00	\$494.00	\$1,506.00	25%	\$632.85
	Department 00 - Revenue Totals	\$9,339,095.00	\$150,864.49	\$0.00	\$514,719.28	\$8,824,375.72	6%	\$12,714,837.93
	REVENUE TOTALS	\$9,339,095.00	\$150,864.49	\$0.00	\$514,719.28	\$8,824,375.72	6%	\$12,714,837.93
	EXPENSE							
	Department 01 - Administration							
	Personal Services							
400.101	Regular Pay	271,720.00	22,973.48	.00	95,591.91	176,128.09	35	371,982.75
401.103	Overtime	5,000.00	728.75	.00	2,274.72	2,725.28	45	5,437.75
405.114	FICA	21,850.00	1,765.15	.00	7,368.40	14,481.60	34	28,345.53
406.116	Retirement	38,630.00	2,803.02	.00	11,137.23	27,492.77	29	44,813.58
408.125	SCMIT Worker's Comp Ins.	5,500.00	1,827.09	.00	3,654.21	1,845.79	66	7,391.38
410.001	Health Claims Cost	18,933.00	1,176.78	.00	3,530.50	15,402.50	19	16,831.22
	Personal Services Totals	\$361,633.00	\$31,274.27	\$0.00	\$123,556.97	\$238,076.03	34%	\$474,802.21
	Supplies							
500.101	Supplies and Materials	6,000.00	206.98	.00	1,617.63	4,382.37	27	6,307.80
500.102	Equipment	2,000.00	.00	.00	.00	2,000.00	0	1,235.56
500.105	Printing and Binding	1,000.00	.00	.00	.00	1,000.00	0	2,997.81
	Supplies Totals	\$9,000.00	\$206.98	\$0.00	\$1,617.63	\$7,382.37	18%	\$10,541.17
	Other Services & Charges							
610.111	Communications- Landline	5,500.00	138.28	.00	1,258.18	4,241.82	23	5,087.85
610.112	Postage	1,000.00	10.53	.00	66.10	933.90	7	1,098.97
610.1110	Communications- Wireless	3,000.00	213.88	.00	427.76	2,572.24	14	3,202.08
620.114	Advertising	500.00	.00	.00	.00	500.00	0	884.00

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Fiscal Year to Date 09/30/18

Exclude Rollup Account

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



17.J.4

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
610.112	Postage	2,000.00	.00	.00	500.00	1,500.00	25	961.70
610.1110	Communications- Wireless	75,240.00	7,597.95	9,157.36	15,682.19	50,400.45	33	59,869.69
620.114	Advertising	1,500.00	.00	.00	.00	1,500.00	0	190.00
640.124	Travel Expense	13,943.00	1,051.92	.00	1,504.92	12,438.08	11	8,720.70
650.127	Electricity	29,573.00	2,392.83	.00	8,102.09	21,470.91	27	28,527.66
650.128	Water	2,754.00	191.95	.00	594.39	2,159.61	22	2,267.00
650.129	Wastewater	2,319.00	188.97	.00	548.94	1,770.06	24	2,201.72
650.130	Sanitation	2,222.00	182.46	.00	547.38	1,674.62	25	2,189.52
650.133	Stormwater	1,895.00	198.20	.00	594.60	1,300.40	31	2,378.40
650.134	Security Lights	3,774.00	309.89	.00	929.67	2,844.33	25	3,718.68
650.1271	Electricity- Sales Tax	1,287.00	90.64	.00	337.52	949.48	26	1,231.92
660.133	Repairs & Maint. Services	30,350.00	.00	.00	.00	30,350.00	0	18,474.35
660.139	Fleet Services Materials	35,000.00	988.23	.00	3,979.45	31,020.55	11	38,042.90
660.145	Gasoline & Oil	56,948.00	6,582.51	.00	13,188.18	43,759.82	23	64,114.67
660.1391	Fleet Services Labor	34,000.00	4,103.88	.00	10,037.29	23,962.71	30	36,601.34
670.156	Equipment Rental/Lease	7,700.00	445.40	.00	1,336.20	6,363.80	17	5,668.21
682.1721	Prisoner Housing	133,000.00	8,497.50	9,000.00	12,683.21	111,316.79	16	84,855.45
685.180	Membership Dues and Fees	1,815.00	460.34	.00	353.38	1,461.62	19	778.33
685.182	Other Operating Expenses	15,000.00	87.99	.00	1,323.50	13,676.50	9	13,152.00
685.184	Continuing Education	5,000.00	.00	.00	.00	5,000.00	0	.00
685.186	Training	12,875.00	305.00	.00	465.00	12,410.00	4	5,853.75
685.187	Special Projects	10,975.00	.00	.00	3,726.12	7,248.88	34	4,955.29
685.189	Reserve Program	2,000.00	.00	.00	.00	2,000.00	0	.00
685.1801	Subscriptions	7,025.00	301.57	.00	603.14	6,421.86	9	5,178.52
685.1821	Hurricane/Storm Expense	.00	1,088.01	.00	1,088.01	(1,088.01)	+++	1,163.79
685.1861	Law Enforce Accreditation	3,100.00	.00	.00	1,983.78	1,116.22	64	3,426.00
686.186	Legal Services	2,000.00	.00	.00	.00	2,000.00	0	1,047.66
686.189	Employee Medical	14,550.00	402.00	.00	702.00	13,848.00	5	2,138.00
686.194	Other Prof/Tech Services	75,000.00	.00	.00	.00	75,000.00	0	75,000.00
686.195	Repair/Maint Svc Contract	36,100.00	2,161.74	.00	3,795.46	32,304.54	11	16,894.35

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Sub Department 26 - Grants Totals	\$19,302.00	\$783.07	\$326.24	\$1,943.69	\$17,032.07	12%	\$9,732.94
	Sub Department 28 - Safe Streets							
	Other Services & Charges							
685.187	Special Projects	.00	.00	.00	.00	.00	+++	11.56
	Other Services & Charges Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$11.56
	Sub Department 28 - Safe Streets Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$11.56
	Department 05 - Police Totals	\$3,619,578.00	\$314,135.02	\$18,647.53	\$825,191.19	\$2,775,739.28	23%	\$3,210,283.86
	Department 09 - Housing and Community Dev.							
	Personal Services							
400.101	Regular Pay	368,081.00	20,753.87	.00	66,997.22	301,083.78	18	231,867.76
401.103	Overtime	3,000.00	50.22	.00	328.81	2,671.19	11	2,289.87
405.114	FICA	21,315.00	1,510.98	.00	4,910.66	16,404.34	23	16,879.67
406.116	Retirement	37,780.00	3,107.04	.00	10,003.60	27,776.40	26	29,197.67
408.125	SCMIT Worker's Comp Ins.	2,500.00	881.09	.00	1,762.19	737.81	70	3,126.74
410.001	Health Claims Cost	34,697.00	3,084.94	.00	8,709.88	25,987.12	25	32,995.61
	Personal Services Totals	\$467,373.00	\$29,388.14	\$0.00	\$92,712.36	\$374,660.64	20%	\$316,357.32
	Supplies							
500.101	Supplies and Materials	3,613.00	.00	.00	605.56	3,007.44	17	2,312.44
500.102	Equipment	3,935.00	.00	6,509.64	2,408.23	(4,982.87)	227	3,695.55
500.103	Furniture	200.00	.00	.00	.00	200.00	0	46.00
500.105	Printing and Binding	2,030.00	.00	.00	.00	2,030.00	0	993.67
	Supplies Totals	\$9,778.00	\$0.00	\$6,509.64	\$3,013.79	\$254.57	97%	\$7,047.66
	Other Services & Charges							
610.111	Communications- Landline	1,500.00	57.62	.00	385.00	1,115.00	26	1,563.45
610.112	Postage	1,500.00	25.28	.00	88.98	1,411.02	6	1,044.40
610.1110	Communications- Wireless	1,500.00	162.24	.00	324.48	1,175.52	22	1,953.15
620.114	Advertising	2,041.00	123.25	.00	174.00	1,867.00	9	1,641.63
640.124	Travel Expense	763.00	.00	.00	389.69	373.31	51	1,118.79
650.127	Electricity	3,510.00	166.33	.00	775.84	2,734.16	22	3,329.03
650.128	Water	379.00	18.97	.00	130.61	248.39	34	483.62

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
685.186	Training	570.00	.00	.00	175.00	395.00	31	236.32
686.187	Professional Services	18,750.00	69.00	.00	69.00	18,681.00	0	.00
686.195	Repair/Maint Svc Contract	1,000.00	243.27	.00	539.20	460.80	54	905.77
686.1895	Employee wellness services	1,000.00	.00	.00	81.21	918.79	8	1,281.54
	Other Services & Charges Totals	\$46,720.00	\$1,313.45	\$0.00	\$4,466.21	\$42,253.79	10%	\$20,800.60
	Other Objects							
795.001	IT Internal Allocations	10,520.00	1,163.70	.00	4,593.64	5,926.36	44	20,498.77
	Other Objects Totals	\$10,520.00	\$1,163.70	\$0.00	\$4,593.64	\$5,926.36	44%	\$20,498.77
	Department 10 - Municipal Court Totals	\$244,640.00	\$17,419.28	\$0.00	\$53,314.36	\$191,325.64	22%	\$207,771.39
	Department 11 - Fire							
	Personal Services							
400.101	Regular Pay	1,323,285.00	90,251.70	.00	303,938.08	1,019,346.92	23	1,262,449.15
401.103	Overtime	36,500.00	40,656.49	.00	65,691.54	(29,191.54)	180	111,150.41
402.111	Volunteer Employees	7,000.00	390.00	.00	720.00	6,280.00	10	8,595.00
405.114	FICA	112,485.00	8,384.95	.00	25,038.16	87,446.84	22	96,253.11
406.116	Retirement	251,608.00	20,042.18	.00	60,058.41	191,549.59	24	208,127.74
408.125	SCMIT Worker's Comp Ins.	40,000.00	13,921.17	.00	27,842.49	12,157.51	70	60,779.13
410.001	Health Claims Cost	241,446.00	18,625.22	.00	56,430.60	185,015.40	23	228,634.06
410.002	Health Claim Costs-Retire	64,712.00	3,650.44	.00	10,954.32	53,757.68	17	55,331.64
	Personal Services Totals	\$2,077,036.00	\$195,922.15	\$0.00	\$550,673.60	\$1,526,362.40	27%	\$2,031,320.24
	Supplies							
500.101	Supplies and Materials	18,000.00	476.08	.00	3,859.63	14,140.37	21	19,006.66
500.102	Equipment	32,600.00	263.94	.00	745.30	31,854.70	2	39,663.68
500.103	Furniture	2,000.00	.00	.00	.00	2,000.00	0	2,228.77
500.105	Printing and Binding	500.00	.00	.00	.00	500.00	0	82.51
500.107	Technology Supplies	4,000.00	.00	.00	364.78	3,635.22	9	5,482.01
501.101	Uniforms and Clothing	28,900.00	95.98	.00	167.86	28,732.14	1	24,340.48
515.121	Safety Supplies	5,000.00	.00	.00	.00	5,000.00	0	4,770.76
515.128	Medical Supplies	12,000.00	171.01	.00	2,136.26	9,863.74	18	11,610.27
531.140	Haz Mat Supplies/Equipmnt	10,000.00	.00	.00	.00	10,000.00	0	4,057.58

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Other Services & Charges							
610.111	Communications- Landline	3,500.00	102.92	.00	899.86	2,600.14	26	3,551.55
610.112	Postage	100.00	.00	.00	16.89	83.11	17	20.97
610.1110	Communications- Wireless	5,000.00	428.47	.00	856.94	4,143.06	17	4,884.41
620.114	Advertising	1,500.00	.00	.00	116.00	1,384.00	8	1,500.00
640.124	Travel Expense	1,000.00	.00	.00	.00	1,000.00	0	675.51
650.127	Electricity	1,140.00	84.36	.00	284.42	855.58	25	1,123.54
650.128	Water	415.00	35.41	.00	106.23	308.77	26	419.44
650.129	Wastewater	548.00	46.73	.00	140.19	407.81	26	553.53
650.130	Sanitation	463.00	38.04	.00	114.12	348.88	25	456.48
650.133	Stormwater	278.00	34.87	.00	104.61	173.39	38	418.44
650.134	Security Lights	542.00	44.54	.00	133.62	408.38	25	534.48
650.1271	Electricity- Sales Tax	4.00	.03	.00	.20	3.80	5	3.76
660.133	Repairs & Maint. Services	10,000.00	17.66	.00	1,400.19	8,599.81	14	10,946.63
660.139	Fleet Services Materials	22,000.00	647.75	.00	4,543.75	17,456.25	21	26,412.76
660.145	Gasoline & Oil	18,595.00	2,631.17	.00	5,078.07	13,516.93	27	21,151.02
660.1391	Fleet Services Labor	32,125.00	3,819.81	.00	10,146.44	21,978.56	32	33,096.83
663.142	Street Sign Maintenance	5,000.00	.00	.00	1,032.91	3,967.09	21	3,346.49
663.148	Maintenance of Parks	20,000.00	.00	.00	597.99	19,402.01	3	26,115.08
670.156	Equipment Rental/Lease	3,000.00	140.07	.00	574.65	2,425.35	19	3,069.45
685.180	Membership Dues and Fees	400.00	.00	.00	.00	400.00	0	540.61
685.182	Other Operating Expenses	3,000.00	.00	.00	51.00	2,949.00	2	3,054.19
685.186	Training	3,000.00	.00	.00	.00	3,000.00	0	1,558.15
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	+++	1,224.45
686.187	Professional Services	5,000.00	568.95	6,832.65	1,568.95	(3,401.60)	168	4,177.80
686.189	Employee Medical	1,800.00	45.00	.00	45.00	1,755.00	2	362.00
686.195	Repair/Maint Svc Contract	8,500.00	312.50	.00	947.35	7,552.65	11	10,137.67
686.1895	Employee wellness services	3,505.00	.00	.00	378.96	3,126.04	11	5,980.53
687.203	Contract Services	24,500.00	1,765.00	2,320.00	6,145.00	16,035.00	35	18,888.91
	Other Services & Charges Totals	\$174,915.00	\$10,763.28	\$9,152.65	\$35,283.34	\$130,479.01	25%	\$184,204.68

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Other Objects							
700.105	Matched Expenses	.00	.00	.00	.00	.00	+++	4,125.16
795.001	IT Internal Allocations	5,000.00	232.74	.00	918.73	4,081.27	18	4,687.58
	Other Objects Totals	\$5,000.00	\$232.74	\$0.00	\$918.73	\$4,081.27	18%	\$8,812.74
	Department 12 - Public Works Totals	\$939,692.00	\$76,065.30	\$9,152.65	\$244,841.30	\$685,698.05	27%	\$918,491.37
	Department 13 - Information Technology							
	Personal Services							
400.101	Regular Pay	80,407.00	5,894.96	.00	19,158.66	61,248.34	24	75,786.39
405.114	FICA	6,151.00	435.13	.00	1,418.10	4,732.90	23	5,589.42
406.116	Retirement	11,707.00	857.20	.00	2,786.17	8,920.83	24	9,566.77
408.125	SCMIT Worker's Comp Ins.	650.00	222.59	.00	445.18	204.82	68	789.90
410.001	Health Claims Cost	7,183.00	596.90	.00	1,790.70	5,392.30	25	6,982.75
	Personal Services Totals	\$106,098.00	\$8,006.78	\$0.00	\$25,598.81	\$80,499.19	24%	\$98,715.23
	Supplies							
500.101	Supplies and Materials	5,000.00	.00	.00	17.63	4,982.37	0	2,045.49
500.102	Equipment	10,000.00	.00	.00	.00	10,000.00	0	2,699.30
500.107	Technology Supplies	500.00	.00	.00	.00	500.00	0	.00
	Supplies Totals	\$15,500.00	\$0.00	\$0.00	\$17.63	\$15,482.37	0%	\$4,744.79
	Other Services & Charges							
610.111	Communications- Landline	700.00	34.57	.00	105.60	594.40	15	437.01
610.112	Postage	50.00	.00	.00	.00	50.00	0	.00
610.1110	Communications- Wireless	800.00	64.08	.00	128.16	671.84	16	771.05
640.124	Travel Expense	1,000.00	.00	.00	.00	1,000.00	0	59.96
650.127	Electricity	1,755.00	83.17	.00	387.91	1,367.09	22	1,664.47
650.128	Water	189.00	9.50	.00	65.32	123.68	35	241.78
650.129	Wastewater	254.00	13.12	.00	86.96	167.04	34	322.78
650.130	Sanitation	254.00	22.44	.00	67.32	186.68	27	269.28
650.133	Stormwater	240.00	28.12	.00	84.36	155.64	35	337.44
650.134	Security Lights	548.00	45.00	.00	135.00	413.00	25	540.00
650.1271	Electricity- Sales Tax	90.00	2.77	.00	18.87	71.13	21	87.15



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Other Objects Totals	(\$226,496.00)	(\$23,392.10)	\$0.00	(\$63,265.60)	(\$163,230.40)	28%	(\$200,242.62)
	Department 14 - Fleet Services Totals	(\$1,800.00)	(\$3,467.22)	\$4,416.87	(\$7,829.70)	\$1,612.83	190%	(\$10,291.98)
	Department 20 - General Government							
	Personal Services							
410.001	Health Claims Cost	500.00	64.23	.00	92,719.87	(92,219.87)	18544	.00
410.002	Health Claim Costs-Retire	37,000.00	(145.22)	.00	3,020.80	33,979.20	8	30,292.65
	Personal Services Totals	\$37,500.00	(\$80.99)	\$0.00	\$95,740.67	(\$58,240.67)	255%	\$30,292.65
	Supplies							
500.103	Furniture	1,000.00	.00	.00	.00	1,000.00	0	.00
510.106	Cleaning & Sanitation Sup	2,200.00	.00	.00	.00	2,200.00	0	1,305.96
	Supplies Totals	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00	0%	\$1,305.96
	Other Services & Charges							
600.110	SCMIRF Property/Liab Ins	275,000.00	5,008.91	13,581.75	142,202.24	119,216.01	57	280,200.25
600.112	Survivors Health Ins	700.00	66.84	.00	200.52	499.48	29	451.50
600.1051	Employee Wellness & Safety	23,300.00	325.00	.00	3,209.52	20,090.48	14	16,596.72
600.1052	Unemployment Insurance	3,500.00	.00	.00	.00	3,500.00	0	.00
620.114	Advertising	200.00	.00	.00	.00	200.00	0	.00
650.133	Stormwater	800.00	65.71	.00	197.13	602.87	25	788.52
660.133	Repairs & Maint. Services	5,000.00	.00	.00	657.50	4,342.50	13	1,724.78
662.140	Building Repairs	2,000.00	.00	.00	.00	2,000.00	0	41.07
685.180	Membership Dues and Fees	4,500.00	.00	.00	.00	4,500.00	0	4,806.41
685.181	City Hall Demolition Expenses	.00	1,245.10	14,050.00	3,631.71	(17,681.71)	+++	1,569.00
685.182	Other Operating Expenses	97,624.00	9,792.31	6,250.00	37,420.98	53,953.02	45	130,396.71
685.187	Special Projects	5,000.00	.00	.00	.00	5,000.00	0	.00
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	+++	80.02
686.186	Legal Services	100,000.00	4,466.78	20,685.85	7,989.43	71,324.72	29	205,898.41
686.187	Professional Services	9,000.00	1,300.50	622.50	6,807.00	1,570.50	83	12,197.94
686.189	Employee Medical	250.00	.00	.00	.00	250.00	0	.00
686.190	Consulting Services	1,000.00	.00	.00	.00	1,000.00	0	.00
686.192	Elections	9,000.00	.00	.00	.00	9,000.00	0	8,711.55

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
686.194	Other Prof/Tech Services	5,000.00	.00	.00	.00	5,000.00	0	.00
686.195	Repair/Maint Svc Contract	5,860.00	98.53	.00	475.59	5,384.41	8	4,117.36
686.199	Internal Engineering	30,000.00	2,679.92	.00	8,841.09	21,158.91	29	35,208.15
686.1871	Audit Services	40,000.00	.00	.00	.00	40,000.00	0	36,450.00
686.1895	Employee wellness services	2,500.00	.00	.00	.00	2,500.00	0	3,378.80
687.203	Contract Services	.00	.00	.00	.00	.00	+++	18,000.00
	Other Services & Charges Totals	\$620,234.00	\$25,049.60	\$55,190.10	\$211,632.71	\$353,411.19	43%	\$760,617.19
	Other Objects							
795.995	GF Cost Distribution	(263,130.00)	(21,927.50)	.00	(65,782.50)	(197,347.50)	25	(112,788.00)
	Other Objects Totals	(\$263,130.00)	(\$21,927.50)	\$0.00	(\$65,782.50)	(\$197,347.50)	25%	(\$112,788.00)
	Department 20 - General Government Totals	\$397,804.00	\$3,041.11	\$55,190.10	\$241,590.88	\$101,023.02	75%	\$679,427.80
	EXPENSE TOTALS	\$9,204,975.00	\$705,745.68	\$266,203.59	\$2,296,226.30	\$6,642,545.11	28%	\$10,584,589.11
	Fund 0010 - General Fund Totals							
	REVENUE TOTALS	9,339,095.00	150,864.49	.00	514,719.28	8,824,375.72	6%	12,714,837.93
	EXPENSE TOTALS	9,204,975.00	705,745.68	266,203.59	2,296,226.30	6,642,545.11	28%	10,584,589.11
	Fund 0010 - General Fund Totals	\$134,120.00	(\$554,881.19)	(\$266,203.59)	(\$1,781,507.02)	\$2,181,830.61		\$2,130,248.82
	Fund 0011 - Debt Service							
	REVENUE							
	Department 00 - Revenue							
	Property Taxes							
311.002	Property Taxes -Debt Mill	130,000.00	.00	.00	1,159.59	128,840.41	1	137,999.25
	Property Taxes Totals	\$130,000.00	\$0.00	\$0.00	\$1,159.59	\$128,840.41	1%	\$137,999.25
	Department 00 - Revenue Totals	\$130,000.00	\$0.00	\$0.00	\$1,159.59	\$128,840.41	1%	\$137,999.25
	REVENUE TOTALS	\$130,000.00	\$0.00	\$0.00	\$1,159.59	\$128,840.41	1%	\$137,999.25
	EXPENSE							
	Department 21 - Debt Service							
	Supplies							
500.102	Equipment	30,000.00	.00	.00	.00	30,000.00	0	.00
	Supplies Totals	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0%	\$0.00



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Other Objects							
750.124	Transfers to General Fund	100,000.00	.00	.00	.00	100,000.00	0	.00
	Other Objects Totals	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	\$0.00
	Department 21 - Debt Service Totals	\$130,000.00	\$0.00	\$0.00	\$0.00	\$130,000.00	0%	\$0.00
	EXPENSE TOTALS	\$130,000.00	\$0.00	\$0.00	\$0.00	\$130,000.00	0%	\$0.00
	Fund 0011 - Debt Service Totals							
	REVENUE TOTALS	130,000.00	.00	.00	1,159.59	128,840.41	1%	137,999.25
	EXPENSE TOTALS	130,000.00	.00	.00	.00	130,000.00	0%	.00
	Fund 0011 - Debt Service Totals	\$0.00	\$0.00	\$0.00	\$1,159.59	(\$1,159.59)		\$137,999.25
	Fund 0012 - Capital Projects Reserve Fund							
	EXPENSE							
	Supplies							
501.101	Uniforms and Clothing	.00	.00	.00	.00	.00	+++	(494.10)
	Supplies Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$494.10)
	Department 00 - Revenue							
	Other Services & Charges							
686.1911	Grants	.00	.00	.00	.00	.00	+++	(10,000.00)
	Other Services & Charges Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$10,000.00)
	Department 00 - Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$10,000.00)
	Department 26 - Special Projects							
	Capital Outlay							
900.903	Sidewalk Program	100,000.00	.00	(1,500.00)	1,500.00	100,000.00	0	21,586.00
900.904	Street Re-Surfacing Program	80,000.00	.00	.00	.00	80,000.00	0	.00
900.918	Ladder One	.00	.00	.00	.00	.00	+++	10,000.00
900.3000	Buildings & Improvements	93,500.00	13,703.80	20,562.02	16,553.80	56,384.18	40	38,882.00
900.3950	Computer Software	35,000.00	.00	.00	.00	35,000.00	0	.00
900.4000	Office Equipment	40,000.00	.00	.00	.00	40,000.00	0	.00
900.4100	Vehicles	196,812.00	.00	25,500.00	.00	171,312.00	13	56,325.00
900.4300	Other Equipment	111,496.00	.00	.00	.00	111,496.00	0	109,127.35



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
900.6000	Other Improvements	.00	.00	.00	.00	.00	+++	4,732.20
	Capital Outlay Totals	\$656,808.00	\$13,703.80	\$44,562.02	\$18,053.80	\$594,192.18	10%	\$240,652.55
	Department 26 - Special Projects Totals	\$656,808.00	\$13,703.80	\$44,562.02	\$18,053.80	\$594,192.18	10%	\$240,652.55
	EXPENSE TOTALS	\$656,808.00	\$13,703.80	\$44,562.02	\$18,053.80	\$594,192.18	10%	\$230,158.45
	Fund 0012 - Capital Projects Reserve Fund Totals							
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	656,808.00	13,703.80	44,562.02	18,053.80	594,192.18	10%	230,158.45
	Fund 0012 - Capital Projects Reserve Fund Totals	(\$656,808.00)	(\$13,703.80)	(\$44,562.02)	(\$18,053.80)	(\$594,192.18)		(\$230,158.45)
	Fund 0017 - Federal Grants							
	REVENUE							
	Department 00 - Revenue							
	Federal Grants							
331.000	Federal Grants	.00	.00	.00	.00	.00	+++	11,632.98
	Federal Grants Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$11,632.98
	Department 00 - Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$11,632.98
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$11,632.98
	EXPENSE							
	Department 69 - Federal Grants							
	Other Services & Charges							
686.191	Contract Services/Studies	.00	.00	.00	.00	.00	+++	12,879.30
	Other Services & Charges Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$12,879.30
	Department 69 - Federal Grants Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$12,879.30
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$12,879.30
	Fund 0017 - Federal Grants Totals							
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	11,632.98
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	12,879.30
	Fund 0017 - Federal Grants Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$1,246.32)
	Fund 0020 - State Accommodations Tax							

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



17.J.4

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
	Other Objects							
750.124	Transfers to General Fund	108,000.00	9,000.00	.00	27,000.00	81,000.00	25	108,000.00
	Other Objects Totals	\$108,000.00	\$9,000.00	\$0.00	\$27,000.00	\$81,000.00	25%	\$108,000.00
	Capital Outlay							
900.905	Park Improvements	120,000.00	.00	.00	1,133.60	118,866.40	1	1,025,105.02
	Capital Outlay Totals	\$120,000.00	\$0.00	\$0.00	\$1,133.60	\$118,866.40	1%	\$1,025,105.02
	Department 23 - Old Hospitality Fees Totals	\$231,200.00	\$9,000.00	\$0.00	\$28,133.60	\$203,066.40	12%	\$1,135,252.64
	Department 24 - New Hospitality Fees							
	Personal Services							
400.101	Regular Pay	38,250.00	4,133.77	.00	6,889.63	31,360.37	18	.00
401.103	Overtime	.00	1,110.44	.00	1,110.44	(1,110.44)	+++	.00
405.114	FICA	.00	348.60	.00	549.31	(549.31)	+++	.00
406.116	Retirement	.00	771.45	.00	1,246.53	(1,246.53)	+++	.00
410.001	Health Claims Cost	.00	290.50	.00	581.00	(581.00)	+++	.00
	Personal Services Totals	\$38,250.00	\$6,654.76	\$0.00	\$10,376.91	\$27,873.09	27%	\$0.00
	Other Services & Charges							
620.1141	Advertising- Other	500.00	.00	.00	.00	500.00	0	184.75
683.174	Tourism Advertise/Promote	224,000.00	6,971.00	12,312.50	20,685.05	191,002.45	15	56,200.53
685.180	Membership Dues and Fees	2,500.00	.00	.00	.00	2,500.00	0	.00
685.182	Other Operating Expenses	12,100.00	196.01	13,699.55	11,221.80	(12,821.35)	206	35,575.62
685.187	Special Projects	217,155.00	.00	.00	.00	217,155.00	0	149,340.00
685.1871	Way-finding project	25,000.00	.00	.00	96.30	24,903.70	0	374.50
686.195	Repair/Maint Svc Contract	21,800.00	539.00	8,550.00	3,520.40	9,729.60	55	22,631.99
	Other Services & Charges Totals	\$503,055.00	\$7,706.01	\$34,562.05	\$35,523.55	\$432,969.40	14%	\$264,307.39
	Capital Outlay							
900.905	Park Improvements	7,000.00	.00	.00	.00	7,000.00	0	47,040.12
900.1000	Infrastructure Improvemts	188,000.00	.00	223,200.00	.00	(35,200.00)	119	10,746.80
900.2500	Land Improvements	27,970.00	.00	.00	.00	27,970.00	0	60,000.00
900.3000	Buildings & Improvements	65,000.00	.00	.00	.00	65,000.00	0	46,465.00
900.6000	Other Improvements	75,000.00	.00	.00	.00	75,000.00	0	.00



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Capital Outlay Totals	\$362,970.00	\$0.00	\$223,200.00	\$0.00	\$139,770.00	61%	\$164,251.92
	Department 24 - New Hospitality Fees Totals	\$904,275.00	\$14,360.77	\$257,762.05	\$45,900.46	\$600,612.49	34%	\$428,559.31
	Department 29 - Kaminski House							
	Supplies							
515.125	Inventory Adjustment	.00	.00	.00	.00	.00	+++	138.75
	Supplies Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$138.75
	Other Services & Charges							
600.110	SCMIRF Property/Liab Ins	13,500.00	.00	.00	.00	13,500.00	0	6,512.00
650.127	Electricity	2,210.00	138.06	.00	495.08	1,714.92	22	2,290.27
650.133	Stormwater	1,500.00	113.40	.00	264.60	1,235.40	18	1,285.20
650.1271	Electricity- Sales Tax	100.00	5.14	.00	20.20	79.80	20	98.63
685.182	Other Operating Expenses	.00	.00	.00	.00	.00	+++	43.00
687.203	Contract Services	170,000.00	.00	.00	37,500.00	132,500.00	22	190,000.00
	Other Services & Charges Totals	\$187,310.00	\$256.60	\$0.00	\$38,279.88	\$149,030.12	20%	\$200,229.10
	Department 29 - Kaminski House Totals	\$187,310.00	\$256.60	\$0.00	\$38,279.88	\$149,030.12	20%	\$200,367.85
	EXPENSE TOTALS	\$1,328,785.00	\$24,087.30	\$257,762.05	\$112,783.87	\$958,239.08	28%	\$1,769,798.69
	Fund 0022 - Local Hospitality/ATax Totals							
	REVENUE TOTALS	1,328,785.00	79,777.95	.00	265,542.33	1,063,242.67	20%	1,103,231.67
	EXPENSE TOTALS	1,328,785.00	24,087.30	257,762.05	112,783.87	958,239.08	28%	1,769,798.69
	Fund 0022 - Local Hospitality/ATax Totals	\$0.00	\$55,690.65	(\$257,762.05)	\$152,758.46	\$105,003.59		(\$666,567.02)
	Fund 0030 - Electric Utility Fund							
	REVENUE							
	Department 00 - Revenue							
	Operating Revenues							
301.000	Sale Of Utilities	12,600,000.00	1,086,789.28	.00	3,351,433.45	9,248,566.55	27	11,537,715.27
301.002	New Turn Ons	5,000.00	130.00	.00	885.00	4,115.00	18	3,935.00
301.004	Security Lights	250,000.00	23,121.00	.00	74,416.00	175,584.00	30	270,364.78
301.012	Restores	60,000.00	6,090.00	.00	19,224.96	40,775.04	32	63,694.83
302.001	Penalties	125,000.00	8,323.83	.00	31,495.41	93,504.59	25	121,849.56

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
302.002	Pole Rental	200,000.00	5,886.73	.00	17,660.19	182,339.81	9	151,994.25
302.003	Fiber Rental	32,000.00	4,000.00	.00	6,000.00	26,000.00	19	25,521.00
	Operating Revenues Totals	\$13,272,000.00	\$1,134,340.84	\$0.00	\$3,501,115.01	\$9,770,884.99	26%	\$12,175,074.69
	Federal Grants							
335.004	Fema Recovery	75,000.00	.00	.00	.00	75,000.00	0	236,778.21
	Federal Grants Totals	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	0%	\$236,778.21
	Investment Earnings							
306.001	Investment Earnings	35,000.00	8,851.08	.00	27,029.49	7,970.51	77	54,932.89
361.003	Fv Chg In Investments	.00	.00	.00	.00	.00	+++	5.39
	Investment Earnings Totals	\$35,000.00	\$8,851.08	\$0.00	\$27,029.49	\$7,970.51	77%	\$54,938.28
	Miscellaneous							
301.001	Revenue from Energu Efficiency Program	.00	6,265.21	.00	21,555.19	(21,555.19)	+++	12,210.28
307.002	Sale Of Scrap	500.00	.00	.00	.00	500.00	0	.00
369.002	Miscellaneous Revenue	2,000.00	130.00	.00	281.16	1,718.84	14	190,442.88
369.003	Insurance Proceeds	.00	.00	.00	.00	.00	+++	13,500.00
	Miscellaneous Totals	\$2,500.00	\$6,395.21	\$0.00	\$21,836.35	(\$19,336.35)	873%	\$216,153.16
	Operating Transfers In							
394.002	Transfer from fund balance	(693,545.00)	.00	.00	.00	(693,545.00)	0	.00
	Operating Transfers In Totals	(\$693,545.00)	\$0.00	\$0.00	\$0.00	(\$693,545.00)	0%	\$0.00
	Department 00 - Revenue Totals	\$12,690,955.00	\$1,149,587.13	\$0.00	\$3,549,980.85	\$9,140,974.15	28%	\$12,682,944.34
	REVENUE TOTALS	\$12,690,955.00	\$1,149,587.13	\$0.00	\$3,549,980.85	\$9,140,974.15	28%	\$12,682,944.34
	EXPENSE							
	Department 19 - Electric							
	Personal Services							
400.101	Regular Pay	726,115.00	44,819.79	.00	153,303.82	572,811.18	21	606,375.13
401.103	Overtime	25,000.00	3,987.64	.00	4,587.92	20,412.08	18	4,410.55
401.105	On-call pay	10,400.00	800.00	.00	2,400.00	8,000.00	23	10,400.00
401.106	Contract Labor	525,000.00	36,980.75	23,047.50	124,898.55	377,053.95	28	173,494.49
401.107	Labor Billed	.00	.00	.00	(1,015.05)	1,015.05	+++	.00
405.114	FICA	49,686.00	3,459.86	.00	11,520.08	38,165.92	23	44,695.58

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Fiscal Year to Date 09/30/18

Exclude Rollup Account

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)

Run by Debra Bivens on 10/10/2018 08:44:57 AM



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
620.114	Advertising	600.00	58.00	.00	58.00	542.00	10	683.80
640.124	Travel Expense	5,650.00	288.00	.00	288.00	5,362.00	5	2,977.04
650.127	Electricity	22,500.00	1,586.74	.00	5,553.95	16,946.05	25	21,727.35
650.128	Water	1,358.00	114.32	.00	366.99	991.01	27	1,340.92
650.129	Wastewater	1,880.00	158.55	.00	506.70	1,373.30	27	1,860.80
650.130	Sanitation	2,054.00	168.66	.00	505.98	1,548.02	25	2,023.92
650.133	Stormwater	1,006.00	123.02	.00	369.06	636.94	37	1,476.24
650.134	Security Lights	10,341.00	849.00	.00	2,547.00	7,794.00	25	10,188.00
650.1271	Electricity- Sales Tax	27,068.00	160.76	.00	401.80	26,666.20	1	3,873.44
660.133	Repairs & Maint. Services	25,000.00	.00	.00	461.30	24,538.70	2	12,125.16
660.139	Fleet Services Materials	16,000.00	365.82	.00	5,973.69	10,026.31	37	19,201.14
660.140	Hydraulic Repair	12,000.00	.00	.00	.00	12,000.00	0	8,313.65
660.145	Gasoline & Oil	18,400.00	2,626.79	.00	5,054.87	13,345.13	27	22,074.57
660.1391	Fleet Services Labor	20,500.00	1,977.11	.00	5,112.30	15,387.70	25	17,423.04
662.140	Building Repairs	2,000.00	.00	.00	.00	2,000.00	0	.00
663.145	Sub-Station Maintenance	3,000.00	.00	.00	.00	3,000.00	0	1,278.15
663.146	Transformers Repairs	6,000.00	.00	.00	.00	6,000.00	0	.00
664.101	Community Education	1,500.00	.00	.00	.00	1,500.00	0	.00
670.156	Equipment Rental/Lease	3,800.00	297.84	.00	741.69	3,058.31	20	2,511.21
670.157	Equipment Lease	.00	.00	.00	.00	.00	+++	314,313.54
682.170	Infrared Test	800.00	590.00	.00	590.00	210.00	74	590.00
682.171	Safety Testing/Compliance	3,500.00	.00	.00	168.74	3,331.26	5	946.26
682.172	Ground Maint. Expenses	1,000.00	.00	.00	.00	1,000.00	0	.00
682.173	Tree Crew Maintenance	14,000.00	513.17	.00	2,371.07	11,628.93	17	10,122.41
685.180	Membership Dues and Fees	18,015.00	.00	.00	9,499.11	8,515.89	53	15,824.73
685.182	Other Operating Expenses	25,000.00	2,402.27	.00	7,383.00	17,617.00	30	34,390.20
685.183	Depreciation	600,000.00	33,530.96	.00	100,112.66	499,887.34	17	400,545.55
685.186	Training	14,650.00	.00	.00	.00	14,650.00	0	6,502.96
685.190	Landfill Fees	1,500.00	.00	.00	1,013.05	486.95	68	1,838.90
685.1801	Subscriptions	40.00	.00	.00	.00	40.00	0	37.50

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
900.4300	Other Equipment	690,000.00	42,300.31	131,206.50	188,510.55	370,282.95	46	227,677.28
9999.9999	Assets Reclassified	(1,430,000.00)	(37,169.94)	.00	(264,937.58)	(1,165,062.42)	19	(4,732,144.42)
	Capital Outlay Totals	(\$250,000.00)	\$24,213.26	\$117,501.23	(\$27,250.70)	(\$340,250.53)	-36%	(\$19,201.20)
	Department 19 - Electric Totals	\$12,357,734.00	\$979,091.72	\$196,499.56	\$3,257,685.70	\$8,903,548.74	28%	\$12,712,782.83
	Department 36 - Fiber Optics							
	Other Services & Charges							
660.133	Repairs & Maint. Services	32,000.00	.00	.00	.00	32,000.00	0	.00
662.141	Department Repairs	10,000.00	.00	.00	.00	10,000.00	0	.00
685.183	Depreciation	1,221.00	19.11	.00	57.33	1,163.67	5	1,137.97
	Other Services & Charges Totals	\$43,221.00	\$19.11	\$0.00	\$57.33	\$43,163.67	0%	\$1,137.97
	Capital Outlay							
900.1000	Infrastructure Improvements	40,000.00	.00	.00	.00	40,000.00	0	.00
	Capital Outlay Totals	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0%	\$0.00
	Department 36 - Fiber Optics Totals	\$83,221.00	\$19.11	\$0.00	\$57.33	\$83,163.67	0%	\$1,137.97
	EXPENSE TOTALS	\$12,440,955.00	\$979,110.83	\$196,499.56	\$3,257,743.03	\$8,986,712.41	28%	\$12,713,920.80
	Fund 0030 - Electric Utility Fund Totals							
	REVENUE TOTALS	12,690,955.00	1,149,587.13	.00	3,549,980.85	9,140,974.15	28%	12,682,944.34
	EXPENSE TOTALS	12,440,955.00	979,110.83	196,499.56	3,257,743.03	8,986,712.41	28%	12,713,920.80
	Fund 0030 - Electric Utility Fund Totals	\$250,000.00	\$170,476.30	(\$196,499.56)	\$292,237.82	\$154,261.74		(\$30,976.46)
	Fund 0031 - Water Utility Fund							
	REVENUE							
	Department 00 - Revenue							
	Operating Revenues							
301.000	Sale Of Utilities	2,131,500.00	191,184.46	.00	572,035.68	1,559,464.32	27	2,667,492.49
301.002	New Turn Ons	3,000.00	135.00	.00	785.00	2,215.00	26	3,355.00
301.009	New Service Taps	8,000.00	1,700.00	.00	4,422.83	3,577.17	55	3,025.00
301.013	Meter Installation	1,500.00	.00	.00	300.00	1,200.00	20	900.00
302.001	Penalties	28,000.00	1,449.27	.00	6,308.82	21,691.18	23	34,382.77
	Operating Revenues Totals	\$2,172,000.00	\$194,468.73	\$0.00	\$583,852.33	\$1,588,147.67	27%	\$2,709,155.26

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Impact Fees							
324.020	Water Impact Fee	10,000.00	.00	.00	1,100.00	8,900.00	11	11,735.00
	Impact Fees Totals	\$10,000.00	\$0.00	\$0.00	\$1,100.00	\$8,900.00	11%	\$11,735.00
	Charges for Services							
324.007	Fees- Services	500.00	.00	.00	.00	500.00	0	.00
	Charges for Services Totals	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%	\$0.00
	Federal Grants							
335.004	Fema Recovery	25,000.00	.00	.00	.00	25,000.00	0	43,056.46
	Federal Grants Totals	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0%	\$43,056.46
	Investment Earnings							
306.001	Investment Earnings	15,000.00	4,279.83	.00	13,069.75	1,930.25	87	38,201.79
	Investment Earnings Totals	\$15,000.00	\$4,279.83	\$0.00	\$13,069.75	\$1,930.25	87%	\$38,201.79
	Miscellaneous							
369.002	Miscellaneous Revenue	5,000.00	45.00	.00	1,426.60	3,573.40	29	12,867.03
	Miscellaneous Totals	\$5,000.00	\$45.00	\$0.00	\$1,426.60	\$3,573.40	29%	\$12,867.03
	Capital Contributions							
371.003	Cap Contributions-Develop	.00	.00	.00	.00	.00	+++	8,100.00
	Capital Contributions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$8,100.00
	Operating Transfers In							
394.002	Transfer from fund balance	536,795.00	.00	.00	.00	536,795.00	0	.00
	Operating Transfers In Totals	\$536,795.00	\$0.00	\$0.00	\$0.00	\$536,795.00	0%	\$0.00
	Sale of Assets							
391.001	Sale of Assets	200.00	.00	.00	.00	200.00	0	87.01
	Sale of Assets Totals	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0%	\$87.01
	Department 00 - Revenue Totals	\$2,764,495.00	\$198,793.56	\$0.00	\$599,448.68	\$2,165,046.32	22%	\$2,823,202.55
	REVENUE TOTALS	\$2,764,495.00	\$198,793.56	\$0.00	\$599,448.68	\$2,165,046.32	22%	\$2,823,202.55
	EXPENSE							
	Department 15 - Water Distribution							
	Personal Services							
400.101	Regular Pay	161,013.00	14,199.26	.00	47,183.09	113,829.91	29	158,229.55

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Inter-Dept. Allocations							
795.999	Allocation G&A Services	67,700.00	4,201.20	.00	17,553.38	50,146.62	26	59,184.09
	Inter-Dept. Allocations Totals	\$67,700.00	\$4,201.20	\$0.00	\$17,553.38	\$50,146.62	26%	\$59,184.09
	Capital Outlay							
900.915	CIP Projects - Current Year	.00	.00	.00	.00	.00	+++	.00
900.3000	Buildings & Improvements	15,000.00	.00	10,978.20	.00	4,021.80	73	7,949.00
900.3500	Water Distribution	2,333,000.00	44,552.60	1,715,642.28	147,050.72	470,307.00	80	878,824.91
900.4200	Heavy Equipment	.00	.00	.00	.00	.00	+++	103,672.00
900.4300	Other Equipment	.00	.00	.00	.00	.00	+++	22,952.70
9999.9999	Assets Reclassified	(2,348,000.00)	(44,552.60)	.00	(147,050.72)	(2,200,949.28)	6	(1,005,298.61)
	Capital Outlay Totals	\$0.00	\$0.00	\$1,726,620.48	\$0.00	(\$1,726,620.48)	+++	\$8,100.00
	Department 15 - Water Distribution Totals	\$1,256,844.00	\$100,814.67	\$1,751,985.68	\$330,087.06	(\$825,228.74)	166%	\$1,110,468.66
	Department 16 - Filtration							
	Personal Services							
400.101	Regular Pay	233,720.00	20,757.43	.00	64,312.92	169,407.08	28	233,396.03
401.103	Overtime	8,000.00	1,009.30	.00	1,979.70	6,020.30	25	9,260.16
401.105	On-call pay	7,142.00	533.36	.00	1,600.08	5,541.92	22	6,933.68
405.114	FICA	19,662.00	1,570.56	.00	4,850.37	14,811.63	25	17,660.92
406.116	Retirement	37,421.00	3,181.05	.00	9,807.02	27,613.98	26	31,289.56
408.125	SCMIT Worker's Comp Ins.	10,000.00	2,773.11	.00	5,546.25	4,453.75	55	9,841.00
410.001	Health Claims Cost	32,907.00	2,852.09	.00	8,556.27	24,350.73	26	32,517.57
410.002	Health Claim Costs-Retire	12,268.00	886.30	.00	2,658.90	9,609.10	22	9,839.98
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	.00
	Personal Services Totals	\$366,120.00	\$33,563.20	\$0.00	\$99,311.51	\$266,808.49	27%	\$350,738.90
	Supplies							
500.101	Supplies and Materials	4,000.00	196.01	.00	874.81	3,125.19	22	4,426.93
500.102	Equipment	7,700.00	.00	.00	3,667.06	4,032.94	48	1,579.84
501.101	Uniforms and Clothing	3,300.00	505.33	.00	855.33	2,444.67	26	2,956.40
512.108	Chemicals	222,720.00	27,023.31	150,026.57	78,490.61	(5,797.18)	103	233,929.88
512.109	Laboratory Supplies	14,812.00	.00	3,776.00	5,635.72	5,400.28	64	16,192.62

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Exclude Rollup Account

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)

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Exclude Rollup Account

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Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
686.187	Professional Services	1,425.00	.00	.00	1,306.47	118.53	92	.00
686.189	Employee Medical	60.00	.00	.00	.00	60.00	0	.00
686.195	Repair/Maint Svc Contract	1,720.00	.00	.00	421.84	1,298.16	25	1,401.68
686.1895	Employee wellness services	1,800.00	.00	.00	54.14	1,745.86	3	854.36
	Other Services & Charges Totals	\$65,892.00	\$2,184.55	\$0.00	\$23,693.76	\$42,198.24	36%	\$62,497.08
	Other Objects							
795.001	IT Internal Allocations	120,250.00	6,749.47	.00	26,643.15	93,606.85	22	92,071.04
	Other Objects Totals	\$120,250.00	\$6,749.47	\$0.00	\$26,643.15	\$93,606.85	22%	\$92,071.04
	Inter-Dept. Allocations							
795.999	Allocation G&A Services	(359,154.00)	(21,006.00)	.00	(87,766.89)	(271,387.11)	24	(295,920.54)
	Inter-Dept. Allocations Totals	(\$359,154.00)	(\$21,006.00)	\$0.00	(\$87,766.89)	(\$271,387.11)	24%	(\$295,920.54)
	Capital Outlay							
900.915	CIP Projects - Current Year	.00	.00	.00	.00	.00	+++	.00
900.3000	Buildings & Improvements	20,000.00	.00	15,727.03	.00	4,272.97	79	.00
900.4100	Vehicles	.00	.00	.00	.00	.00	+++	27,076.00
9999.9999	Assets Reclassified	(20,000.00)	.00	.00	.00	(20,000.00)	0	(27,076.00)
	Capital Outlay Totals	\$0.00	\$0.00	\$15,727.03	\$0.00	(\$15,727.03)	+++	\$0.00
	Department 41 - General & Administrative Totals	\$0.00	\$564.95	\$15,727.03	\$2,688.23	(\$18,415.26)	+++	\$15,333.94
	Department 42 - Engineering Services							
	Personal Services							
400.101	Regular Pay	132,850.00	9,847.08	.00	32,003.23	100,846.77	24	126,978.13
405.114	FICA	10,200.00	697.69	.00	2,281.35	7,918.65	22	8,996.64
406.116	Retirement	19,425.00	1,426.44	.00	4,637.79	14,787.21	24	15,968.68
408.125	SCMIT Worker's Comp Ins.	2,000.00	.00	.00	.00	2,000.00	0	1,523.82
410.001	Health Claims Cost	16,113.00	1,339.46	.00	4,018.38	12,094.62	25	15,666.85
	Personal Services Totals	\$180,588.00	\$13,310.67	\$0.00	\$42,940.75	\$137,647.25	24%	\$169,134.12
	Supplies							
500.101	Supplies and Materials	500.00	.00	.00	25.63	474.37	5	283.65
500.102	Equipment	.00	.00	.00	.00	.00	+++	1,408.86
500.103	Furniture	150.00	.00	.00	.00	150.00	0	.00

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
500.105	Printing and Binding	100.00	.00	.00	.00	100.00	0	.00
501.101	Uniforms and Clothing	1,000.00	.00	.00	245.46	754.54	25	659.03
515.121	Safety Supplies	150.00	19.92	.00	19.92	130.08	13	209.71
	Supplies Totals	\$1,900.00	\$19.92	\$0.00	\$291.01	\$1,608.99	15%	\$2,561.25
	Other Services & Charges							
610.112	Postage	100.00	.00	.00	.00	100.00	0	77.93
610.1110	Communications- Wireless	900.00	.00	.00	.00	900.00	0	.00
640.124	Travel Expense	1,137.00	.00	.00	.00	1,137.00	0	85.96
685.180	Membership Dues and Fees	325.00	.00	.00	.00	325.00	0	334.00
685.182	Other Operating Expenses	.00	.00	.00	.00	.00	+++	21.30
685.184	Continuing Education	1,000.00	.00	.00	1,000.00	.00	100	1,752.33
685.186	Training	1,850.00	.00	.00	.00	1,850.00	0	1,223.58
686.187	Professional Services	1,500.00	69.00	.00	69.00	1,431.00	5	1,306.47
686.1895	Employee wellness services	2,000.00	.00	.00	54.14	1,945.86	3	854.36
	Other Services & Charges Totals	\$8,812.00	\$69.00	\$0.00	\$1,123.14	\$7,688.86	13%	\$5,655.93
	Other Objects							
735.122	Services Billed	(191,300.00)	(13,399.59)	.00	(44,205.42)	(147,094.58)	23	(176,040.77)
	Other Objects Totals	(\$191,300.00)	(\$13,399.59)	\$0.00	(\$44,205.42)	(\$147,094.58)	23%	(\$176,040.77)
	Department 42 - Engineering Services Totals	\$0.00	\$0.00	\$0.00	\$149.48	(\$149.48)	+++	\$1,310.53
	EXPENSE TOTALS	\$2,764,495.00	\$226,443.59	\$1,904,032.03	\$736,193.22	\$124,269.75	96%	\$2,428,552.75
	Fund 0031 - Water Utility Fund Totals							
	REVENUE TOTALS	2,764,495.00	198,793.56	.00	599,448.68	2,165,046.32	22%	2,823,202.55
	EXPENSE TOTALS	2,764,495.00	226,443.59	1,904,032.03	736,193.22	124,269.75	96%	2,428,552.75
	Fund 0031 - Water Utility Fund Totals	\$0.00	(\$27,650.03)	(\$1,904,032.03)	(\$136,744.54)	\$2,040,776.57		\$394,649.80
	Fund 0032 - Wastewater Fund							
	REVENUE							
	Department 00 - Revenue							
	Operating Revenues							
301.000	Sale Of Utilities	2,436,000.00	214,979.84	.00	644,240.33	1,791,759.67	26	2,647,390.68

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Fiscal Year to Date 09/30/18

Exclude Rollup Account

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Personal Services								
400.101	Regular Pay	190,344.00	14,636.30	.00	49,054.10	141,289.90	26	186,148.95
401.103	Overtime	8,000.00	1,406.38	.00	1,792.21	6,207.79	22	3,119.13
401.105	On-call pay	4,420.00	333.32	.00	999.96	3,420.04	23	5,033.16
405.114	FICA	15,400.00	1,090.81	.00	3,552.72	11,847.28	23	13,236.47
406.116	Retirement	29,370.00	2,298.50	.00	7,435.61	21,934.39	25	23,855.72
408.125	SCMIT Worker's Comp Ins.	18,000.00	5,138.13	.00	10,276.31	7,723.69	57	18,233.80
410.001	Health Claims Cost	50,560.00	3,991.60	.00	11,974.80	38,585.20	24	48,083.31
410.002	Health Claim Costs-Retire	4,922.00	(988.24)	.00	6.00	4,916.00	0	4,775.96
410.003	OPEB cost	3,000.00	.00	.00	.00	3,000.00	0	.00
Personal Services Totals		\$324,016.00	\$27,906.80	\$0.00	\$85,091.71	\$238,924.29	26%	\$302,486.50
Supplies								
500.101	Supplies and Materials	7,600.00	243.48	.00	973.45	6,626.55	13	4,101.97
500.102	Equipment	13,250.00	.00	.00	1,674.40	11,575.60	13	4,551.10
500.103	Furniture	.00	.00	.00	.00	.00	+++	139.99
501.101	Uniforms and Clothing	10,460.00	112.35	.00	1,415.71	9,044.29	14	6,336.50
512.108	Chemicals	4,700.00	.00	.00	.00	4,700.00	0	1,080.16
513.112	Asphalt/Concrete/Gravel	21,800.00	.00	18,977.65	1,022.35	1,800.00	92	20,038.46
514.111	WW Collection Syst Supply	6,400.00	58.54	.00	1,556.07	4,843.93	24	4,202.01
515.121	Safety Supplies	900.00	.00	.00	.00	900.00	0	687.00
532.148	Small Hand Tools	510.00	.00	.00	.00	510.00	0	.00
532.1481	Small Hand Tools - Maintenance	550.00	.00	.00	.00	550.00	0	98.40
Supplies Totals		\$66,170.00	\$414.37	\$18,977.65	\$6,641.98	\$40,550.37	39%	\$41,235.59
Other Services & Charges								
600.110	SCMIRF Property/Liab Ins	31,700.00	.00	.00	16,171.62	15,528.38	51	31,681.98
610.112	Postage	1,100.00	49.79	.00	132.41	967.59	12	633.54
610.1110	Communications- Wireless	2,220.00	178.82	.00	388.80	1,831.20	18	2,172.55
620.114	Advertising	1,000.00	174.00	.00	174.00	826.00	17	652.68
640.124	Travel Expense	755.00	.00	.00	.00	755.00	0	.00
650.127	Electricity	76,488.00	7,568.44	.00	23,414.50	53,073.50	31	77,305.92

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Exclude Rollup Account

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)

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Exclude Rollup Account

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)

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17.J.4

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Other Objects							
702.106	Interest- Bonds	205,500.00	17,190.81	.00	51,572.29	153,927.71	25	214,769.27
702.110	Bond Principal	543,760.00	.00	.00	.00	543,760.00	0	534,761.40
703.109	Agents Fee	5,800.00	1,250.00	.00	2,862.50	2,937.50	49	5,550.00
750.124	Transfers to General Fund	110,050.00	9,170.83	.00	27,512.49	82,537.51	25	.00
795.995	GF Cost Distribution	53,200.00	4,433.33	.00	13,299.99	39,900.01	25	46,500.00
7999.9999	Principal Reclassified	(543,760.00)	.00	.00	.00	(543,760.00)	0	(534,761.40)
	Other Objects Totals	\$374,550.00	\$32,044.97	\$0.00	\$95,247.27	\$279,302.73	25%	\$266,819.27
	Inter-Dept. Allocations							
795.999	Allocation G&A Services	84,100.00	5,251.50	.00	21,941.73	62,158.27	26	73,980.15
	Inter-Dept. Allocations Totals	\$84,100.00	\$5,251.50	\$0.00	\$21,941.73	\$62,158.27	26%	\$73,980.15
	Capital Outlay							
900.910	SBR Reactor #3 Modifications	.00	.00	.00	.00	.00	+++	491,584.68
900.915	CIP Projects - Current Year	.00	.00	.00	.00	.00	+++	.00
900.3000	Buildings & Improvements	8,500.00	.00	1,712.00	.00	6,788.00	20	8,178.00
900.3900	Wastewater Treatment Plnt	1,567,500.00	4,408.12	3,091.88	4,958.12	1,559,450.00	1	81,617.00
900.4300	Other Equipment	17,000.00	.00	.00	.00	17,000.00	0	9,916.55
9999.9999	Assets Reclassified	(1,593,000.00)	(4,408.12)	.00	(4,958.12)	(1,588,041.88)	0	(591,296.23)
	Capital Outlay Totals	\$0.00	\$0.00	\$4,803.88	\$0.00	(\$4,803.88)	+++	\$0.00
	Sub Department 17 - Wastewater Treatment							
	Personal Services							
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	.00
	Personal Services Totals	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%	\$0.00
	Other Services & Charges							
685.183	Depreciation	627,414.00	59,752.15	.00	179,256.65	448,157.35	29	629,129.88
	Other Services & Charges Totals	\$627,414.00	\$59,752.15	\$0.00	\$179,256.65	\$448,157.35	29%	\$629,129.88
	Sub Department 17 - Wastewater Treatment Totals	\$632,414.00	\$59,752.15	\$0.00	\$179,256.65	\$453,157.35	28%	\$629,129.88
	Department 34 - Regional Wastewater Plant Totals	\$2,433,221.00	\$190,480.68	\$86,279.74	\$598,657.38	\$1,748,283.88	28%	\$2,312,790.90
	EXPENSE TOTALS	\$3,732,560.00	\$303,529.18	\$64,183.88	\$958,384.69	\$2,709,991.43	27%	\$3,369,300.57

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 0032 - Wastewater Fund Totals								
	REVENUE TOTALS	3,732,560.00	316,382.69	.00	900,019.68	2,832,540.32	24%	3,481,338.38
	EXPENSE TOTALS	3,732,560.00	303,529.18	64,183.88	958,384.69	2,709,991.43	27%	3,369,300.57
Fund 0032 - Wastewater Fund Totals		\$0.00	\$12,853.51	(\$64,183.88)	(\$58,365.01)	\$122,548.89		\$112,037.81
Fund 0033 - Stormwater Utility Fund								
	REVENUE							
	Department 00 - Revenue							
	Operating Revenues							
301.000	Sale Of Utilities	750,000.00	72,626.93	.00	218,577.56	531,422.44	29	863,515.33
302.001	Penalties	6,000.00	696.63	.00	2,243.62	3,756.38	37	9,273.97
	Operating Revenues Totals	\$756,000.00	\$73,323.56	\$0.00	\$220,821.18	\$535,178.82	29%	\$872,789.30
	Investment Earnings							
361.001	Investment Earnings	9,000.00	.00	.00	.00	9,000.00	0	11,085.21
	Investment Earnings Totals	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0%	\$11,085.21
	Capital Contributions							
371.002	Capital Contrib-Grants	700,000.00	.00	.00	.00	700,000.00	0	663,398.00
	Capital Contributions Totals	\$700,000.00	\$0.00	\$0.00	\$0.00	\$700,000.00	0%	\$663,398.00
	Operating Transfers In							
394.002	Transfer from fund balance	(126,269.00)	.00	.00	.00	(126,269.00)	0	.00
	Operating Transfers In Totals	(\$126,269.00)	\$0.00	\$0.00	\$0.00	(\$126,269.00)	0%	\$0.00
	Department 00 - Revenue Totals	\$1,338,731.00	\$73,323.56	\$0.00	\$220,821.18	\$1,117,909.82	16%	\$1,547,272.51
	REVENUE TOTALS	\$1,338,731.00	\$73,323.56	\$0.00	\$220,821.18	\$1,117,909.82	16%	\$1,547,272.51
	EXPENSE							
	Department 40 - Storm Water Utility Exp.							
	Personal Services							
400.101	Regular Pay	186,300.00	13,858.11	.00	45,132.00	141,168.00	24	178,252.48
401.103	Overtime	6,000.00	2,658.12	.00	3,108.71	2,891.29	52	1,680.42
401.105	On-call pay	2,600.00	200.00	.00	600.00	2,000.00	23	1,900.00
405.114	FICA	14,700.00	1,059.90	.00	3,301.14	11,398.86	22	12,363.31
406.116	Retirement	27,980.00	2,234.83	.00	6,935.40	21,044.60	25	22,191.09

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund 0033 - Stormwater Utility Fund Totals								
	REVENUE TOTALS	1,338,731.00	73,323.56	.00	220,821.18	1,117,909.82	16%	1,547,272.51
	EXPENSE TOTALS	1,338,731.00	125,211.21	(448,678.42)	455,057.46	1,332,351.96	0%	1,075,071.03
Fund 0033 - Stormwater Utility Fund Totals		\$0.00	(\$51,887.65)	\$448,678.42	(\$234,236.28)	(\$214,442.14)		\$472,201.48
Fund 0035 - Waste Management Fund								
	REVENUE							
	Department 00 - Revenue							
	Charges for Services							
344.001	Refuse Col Chge-Resident	780,000.00	64,563.79	.00	195,154.37	584,845.63	25	782,702.86
344.002	Refuse Col Chge-Comm	130,000.00	11,320.45	.00	33,838.35	96,161.65	26	132,832.70
344.003	Sanitation Fee Penalties	15,000.00	1,021.42	.00	3,730.11	11,269.89	25	15,823.80
	Charges for Services Totals	\$925,000.00	\$76,905.66	\$0.00	\$232,722.83	\$692,277.17	25%	\$931,359.36
	Miscellaneous							
369.002	Miscellaneous Revenue	2,000.00	.00	.00	.00	2,000.00	0	6,764.16
	Miscellaneous Totals	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$6,764.16
	Operating Transfers In							
394.002	Transfer from fund balance	(28,373.00)	.00	.00	.00	(28,373.00)	0	.00
	Operating Transfers In Totals	(\$28,373.00)	\$0.00	\$0.00	\$0.00	(\$28,373.00)	0%	\$0.00
	Department 00 - Revenue Totals	\$898,627.00	\$76,905.66	\$0.00	\$232,722.83	\$665,904.17	26%	\$938,123.52
	REVENUE TOTALS	\$898,627.00	\$76,905.66	\$0.00	\$232,722.83	\$665,904.17	26%	\$938,123.52
	EXPENSE							
	Department 31 - Residential Sanitation							
	Personal Services							
400.101	Regular Pay	245,050.00	19,247.52	.00	62,408.32	182,641.68	25	237,262.63
401.103	Overtime	20,035.00	1,181.71	.00	3,731.81	16,303.19	19	18,641.77
405.114	FICA	20,410.00	1,433.60	.00	4,685.05	15,724.95	23	18,013.00
406.116	Retirement	38,845.00	2,916.58	.00	9,481.09	29,363.91	24	31,813.55
408.125	SCMIT Worker's Comp Ins.	24,000.00	8,857.24	.00	17,934.14	6,065.86	75	32,730.16
410.001	Health Claims Cost	46,744.00	3,531.92	.00	10,595.76	36,148.24	23	43,698.04

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
410.002	Health Claim Costs-Retire	15,114.00	1,091.00	.00	3,273.00	11,841.00	22	8,626.68
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	.00
	Personal Services Totals	\$415,198.00	\$38,259.57	\$0.00	\$112,109.17	\$303,088.83	27%	\$390,785.83
	Supplies							
500.101	Supplies and Materials	5,000.00	355.72	.00	1,065.59	3,934.41	21	5,638.42
501.101	Uniforms and Clothing	19,000.00	642.88	.00	3,891.34	15,108.66	20	19,906.46
515.121	Safety Supplies	2,000.00	140.49	.00	230.43	1,769.57	12	656.69
	Supplies Totals	\$26,000.00	\$1,139.09	\$0.00	\$5,187.36	\$20,812.64	20%	\$26,201.57
	Other Services & Charges							
600.110	SCMIRF Property/Liab Ins	25,000.00	.00	.00	12,634.08	12,365.92	51	24,724.48
610.111	Communications- Landline	200.00	11.41	.00	34.86	165.14	17	144.03
610.112	Postage	500.00	34.76	.00	92.44	407.56	18	442.22
610.1110	Communications- Wireless	100.00	.00	.00	.00	100.00	0	.00
620.114	Advertising	1,200.00	.00	.00	.00	1,200.00	0	532.30
640.124	Travel Expense	200.00	.00	.00	.00	200.00	0	.00
650.127	Electricity	1,140.00	84.36	.00	284.42	855.58	25	1,123.46
650.128	Water	415.00	35.41	.00	106.23	308.77	26	419.44
650.129	Wastewater	642.00	54.78	.00	164.34	477.66	26	648.79
650.130	Sanitation	450.00	36.92	.00	110.76	339.24	25	443.04
650.133	Stormwater	212.00	4.28	.00	12.84	199.16	6	51.36
650.134	Security Lights	535.00	43.89	.00	131.67	403.33	25	526.68
650.1271	Electricity- Sales Tax	4.00	.04	.00	.21	3.79	5	3.77
660.136	Container Repairs	5,000.00	792.39	.00	792.39	4,207.61	16	5,708.86
660.139	Fleet Services Materials	35,000.00	1,769.28	.00	8,650.45	26,349.55	25	34,563.83
660.145	Gasoline & Oil	34,761.00	4,365.15	.00	8,427.56	26,333.44	24	38,315.61
660.1362	Roll-Out Purchases	25,000.00	.00	6,709.13	9,381.00	8,909.87	64	23,401.20
660.1391	Fleet Services Labor	50,000.00	6,495.67	.00	17,268.58	32,731.42	35	49,735.17
660.1392	Fleet Svcs- Outside Vends	2,000.00	.00	.00	82.50	1,917.50	4	811.25
685.182	Other Operating Expenses	1,500.00	290.71	.00	1,065.34	434.66	71	3,907.42
685.183	Depreciation	58,400.00	4,967.26	.00	14,901.78	43,498.22	26	58,902.44

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)



Exclude Rollup Account

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)

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Budget Performance Report

Fiscal Year to Date 09/30/18

Exclude Rollup Account

17.J.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
	Fund 0086 - Seized and Forfeited Totals							
	REVENUE TOTALS	46,726.00	.00	.00	.00	46,726.00	0%	35,300.88
	EXPENSE TOTALS	46,726.00	163.73	2,163.66	3,768.82	40,793.52	13%	28,369.94
	Fund 0086 - Seized and Forfeited Totals	\$0.00	(\$163.73)	(\$2,163.66)	(\$3,768.82)	\$5,932.48		\$6,930.94
	Grand Totals							
	REVENUE TOTALS	32,395,474.00	2,045,635.04	.00	6,284,414.42	26,111,059.58	19%	35,623,596.35
	EXPENSE TOTALS	32,668,162.00	2,453,204.66	2,321,476.59	8,077,993.69	22,268,691.72	32%	33,200,990.82
	Grand Totals	(\$272,688.00)	(\$407,569.62)	(\$2,321,476.59)	(\$1,793,579.27)	\$3,842,367.86		\$2,422,605.53

Attachment: BudgetPerformanceReport09302018 (2628 : September 2018 - Finance and IT Report)