

**REGULAR MEETING OF CITY COUNCIL
SEPTEMBER 20, 2018 – 5:30 AM
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. MAYOR'S COMMENTS**
- 7. HOUSING AND COMMUNITY DEVELOPMENT**
 - A. Motion to approve first 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 first reading of an ordinance annexing .23 acre off South Fraser Street, for 711 Partners, LLC, into the corporate limits of the City of Georgetown.**

Attachments:

1	711 Partners Annexation Ord	(PDF)
2	3201 S Fraser Plat	(PDF)
3	Annexation Petition Perry Collins	(PDF)
 - C. Motion to approve first 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)
- 8. FINANCE**
 - A. Motion to approve first 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 first 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)

9. FIRE

- A. Motion to approve Proclamation proclaiming October 7-13, 2018 as Fire Prevention Week in the City of Georgetown, SC.**

Attachments:

- 1 2018 Fire Prevention Proclamation (PDF)

10. WATER UTILITIES

- A. Motion to approve proposal and allow staff to enter into Contract with WK Dickson for Engineering Services for the WTP Generator & High Service Drives Project for the not to exceed amount of \$96,600.00.**

Attachments:

- 1 SKM_C25818091711420 - Copy (PDF)

- B. Motion to accept bid and allow staff to enter into Contract with Professional Pump and Well, Inc. for the King Well Rebuild Project in the amount of \$185,878.00.**

Attachments:

- 1 Bid Tabulation - King Well Rebuild (PDF)
- 2 PROFESSIONAL PUMP AND WELL (PDF)
- 3 PPW Letter 9-10-18 (PDF)

11. ENGINEERING

- A. Motion to make payment to WK Dickson for additional engineering services associated with the development and implementation of the Stormwater Management Plan- Phase 2 for a not to exceed amount of \$180,000.00.**

Attachments:

- 1 2018-08-24 Exhibit A - Amend 1 - Task Order 5 - COG Stormwater Management Plan (PDF)
- 2 2018-08-24 WKD Task Order #5 Amendment #1 (PDF)
- 3 WK DICKSON- Proposal (PDF)

- B. Motion to approve bid and to make payments to Layne Inliner, LLC for the West End Sewer Rehabilitation Project in a not to exceed amount of \$2,092,184.00.**

Attachments:

- | | | |
|---|---|-------|
| 1 | LAYNE Bid | (PDF) |
| 2 | AECOM Recommendation Letter & Certified Bid Tab | (PDF) |
| 3 | Notice of Intent to Award | (PDF) |

12. ADMINISTRATION

- A. Motion to approve second reading of an ordinance amending Chapter 17 Planning, Article IV Economic Development Incentive Program, Sections 17-31, 33, and 34 of the City of Georgetown Code of Ordinances.**

Attachments:

- | | | |
|---|--|-------|
| 1 | ECONOMIC DEV INCENTIVES Ord Redlined | (PDF) |
| 2 | EDIP Application | (PDF) |
| 3 | Minutes April 26 City Council Workshop | (PDF) |

13. CITY ADMINISTRATOR REPORT

14. OLD BUSINESS

15. NEW BUSINESS

16. DEPARTMENT MONTHLY REPORTS

- A. GPD August 2018 Monthly Report**

Attachments:

- | | | |
|---|--|-------|
| 1 | GPD August 2018 Monthly Report09172018 | (PDF) |
|---|--|-------|

- B. August Municipal Court Report**

Attachments:

- | | | |
|---|-------------------------------|-------|
| 1 | August Municipal Court Report | (PDF) |
|---|-------------------------------|-------|

- C. August 2018 Fire Report**

Attachments:

- | | | |
|---|-------------|-------|
| 1 | August 2018 | (PDF) |
|---|-------------|-------|

- D. August 2018 Public Works Department Report**

Attachments:

- | | | |
|---|-----------|-------|
| 1 | AUG. 2018 | (PDF) |
|---|-----------|-------|

- E. August 2018 Water Utilities Report**

Attachments:

- | | | |
|---|------------------------------------|-------|
| 1 | August 2018 Water Utilities Report | (PDF) |
|---|------------------------------------|-------|

- F. August 2018 Engineering Report**

Attachments:

- | | | |
|---|--|-------|
| 1 | Engineering Monthly Report_August 2018 | (PDF) |
|---|--|-------|

- G. August 2018 Housing & Community Development Report**

Attachments:

- 1 August 2018 Monthly Report (PDF)
- H. August 2018 Finance and IT Departments Report**
- Attachments:
- 1 August 2018 Finance & IT Report (PDF)
- 2 Grants-Monthly Rpts FY 18.19 (PDF)
- 3 GovDeal Monthly Report (PDF)
- 4 BudgetPerformanceReport-08312018 (PDF)

17. EXECUTIVE SESSION

- A. Motion to enter Executive Session pursuant to Section 30-4-70(a)(1) to discuss appointment/reappointments to the Architectural Review Board and the Board of Zoning Appeals.**
- B. Motion to adjourn Executive Session and return to Regular Session.**
- C. NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION.**

18. APPOINTMENTS

- A. Motion to appoint/reappoint member to Architectural Review Board.**
- B. Motion to appoint member to the Board of Zoning Appeals.**

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:	20 September 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 Pending 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

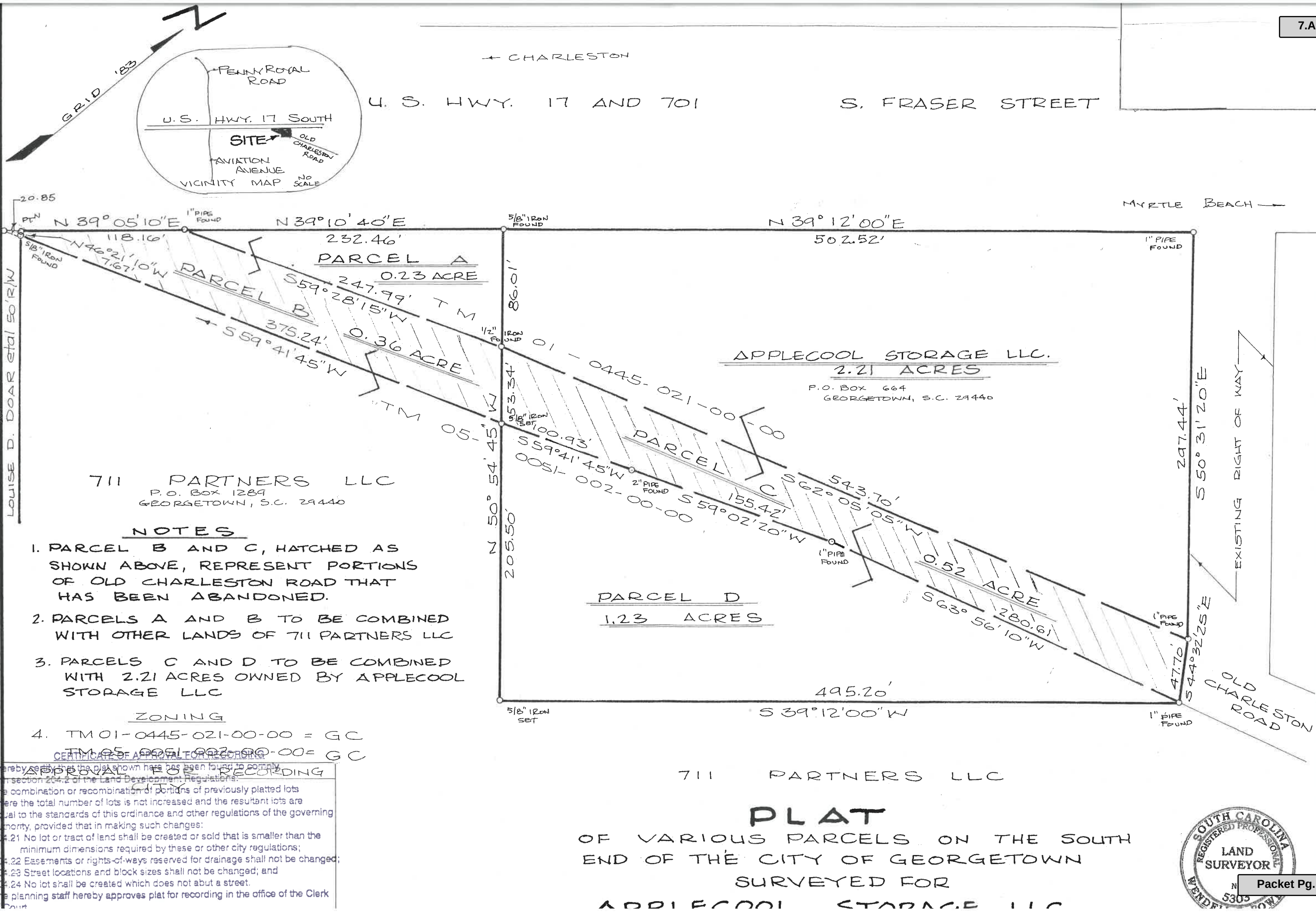
Brendon M. Barber, Sr., Mayor

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:	20 September 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 Pending 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:	20 September 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	Pending	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

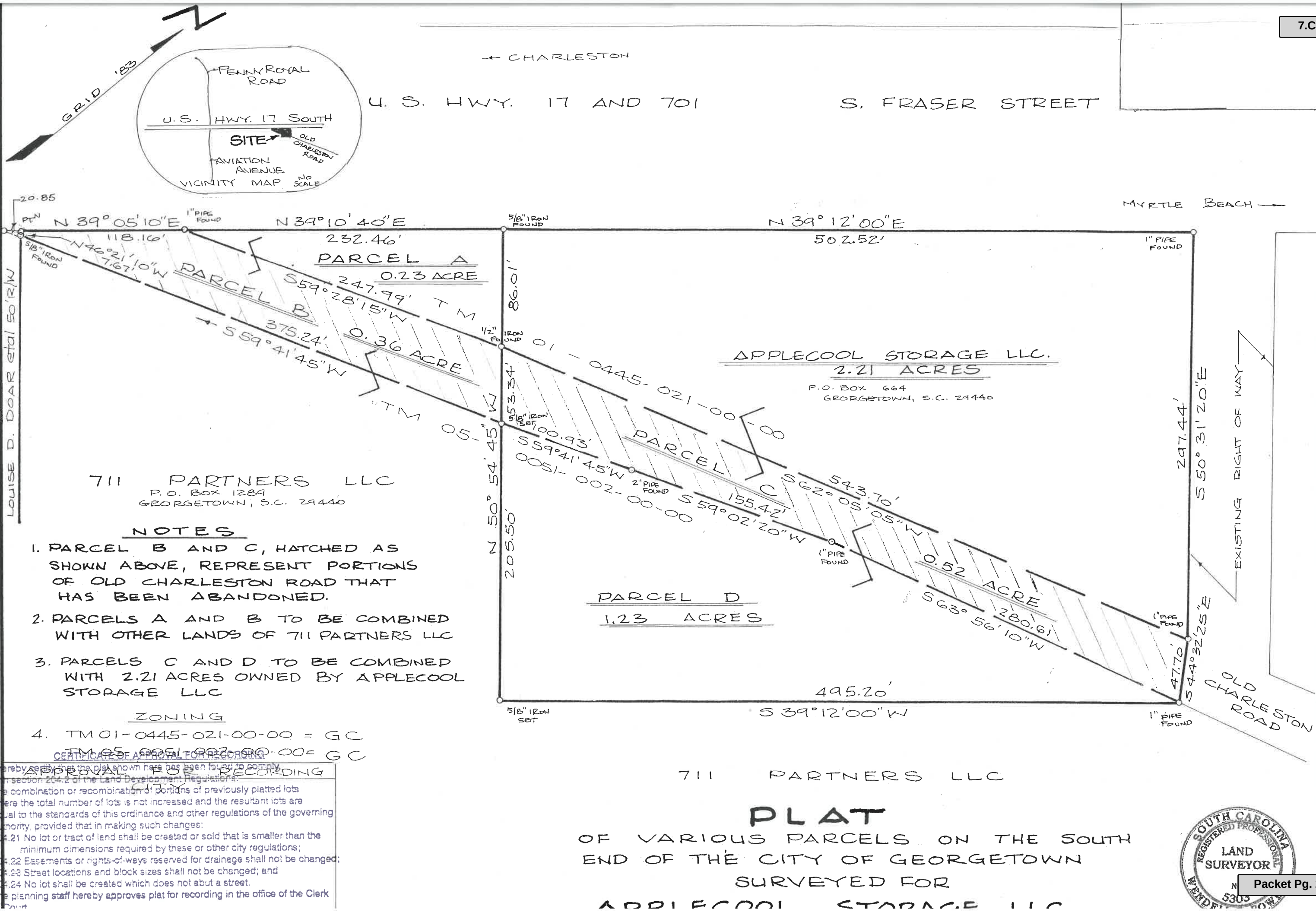
First Reading: _____

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)





HWY 17 SOUTH

OLD CHARLESTON RD



7.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

GC

3201 S Fraser St

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:	20 September 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 Pending 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: _____

Attachment: SCDOC-Loan Agreement-Historic Water Line Project (2607 : Motion to Approve First Reading for a SRF Loan for the Historic

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:	20 September 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 Pending 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

Attachment: SCDOC-Loan Agreement-West End Sewer Rehab (2613 : Motion to Approve First Reading for a SRF Loan for the West End Sewer

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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

ACTIONDATE

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

PROCLAMATION

DOC ID: 2595

Council Meeting Date:	20 September 2018
Department:	Fire Department
Issue Under Consideration:	Motion to approve Proclamation proclaiming October 7-13, 2018 as Fire Prevention Week in the City of Georgetown, SC.

Reviews:

Charles W. Cribb Completed 09/06/2018 10:25 AM
 City Attorney Completed 09/06/2018 10:55 AM
 Carey Smith Completed 09/06/2018 11:16 AM
 Ann U. Mercer Completed 09/06/2018 11:35 AM
 Georgetown City Council Pending 09/20/2018 5:30 AM

Attachments:

1. 1 2018 Fire Prevention Proclamation (PDF)

**MOTION TO APPROVE PROCLAMATION PROCLAIMING OCTOBER 7-13, 2018 AS FIRE
PREVENTION WEEK IN THE CITY OF GEORGETOWN, SC.**

City of Georgetown, South Carolina Mayor's Proclamation

WHEREAS, the City of Georgetown, South Carolina is committed to ensuring the safety and security of all those living in and visiting Georgetown; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk; and

WHEREAS, home fires killed 2,735 people in the United States in 2016, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 352,000 home fires; and

WHEREAS, the majority of U.S. fire deaths (4 out of 5) occur at home each year; and

WHEREAS, the fire deaths rate per 1,000 home fires reported to U.S. fire departments was 10 percent higher in 2016 than in 1980; and

WHEREAS, Georgetown City residents should identify places in their homes where fires can start and eliminate those hazards; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Georgetown City residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Georgetown City residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated place; and

WHEREAS, Georgetown City residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Georgetown City first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Georgetown City residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware-fire can happen anywhere" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, As Mayor, I Brendon M. Barber, Sr. do hereby proclaim October 7-13, 2018, as Fire Prevention Week throughout this city, and I urge our citizens to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and support the many public safety activities and efforts of Georgetown City Fire Department services during Fire Prevention Week 2018.



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

ACTION ITEM

DOC ID: 2609

Council Meeting Date:	20 September 2018
Department:	Water Utilities
Issue Under Consideration:	Motion to Approve Proposal and Allow Staff to Enter into Contract with WK Dickson for Engineering Services for the WTP Generator & High Service Drives Project for the Not to Exceed Amount of \$96,600.00
Amount Requested:	\$96,600.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	None
Points to Consider:	- Existing generator and high service starter equipment were installed in 1970s. - The existing generator is aged and showing signs of mechanical problems through repairs. - The existing high service starter equipment is aged and some is not functional. - There is \$500,000 budgeted for this project for engineering and construction. - We will complete a preliminary cost estimate and adjust scope as budget allows. - RFQs were submitted by three engineering firms and WK Dickson was chosen by evaluation by staff. The sealed fee was then opened.
Options:	Approve or Disapprove
Staff Recommendation:	Approve

Reviews:

Will Cook Completed 09/17/2018 3:19 PM
 Debra Bivens Completed 09/17/2018 4:33 PM
 Carey Smith Completed 09/17/2018 4:39 PM
 Ann U. Mercer Completed 09/18/2018 8:39 AM
 Georgetown City Council Pending 09/20/2018 5:30 AM

Attachments:

1. 1 SKM_C25818091711420 - Copy (PDF)

Updated: 9/17/2018 3:19 PM by Will Cook (Page 1)



CITY OF GEORGETOWN



FEE PROPOSAL LISTING

PROJECT: Generator & High Service Drives Project 1601 RFQ	DATE: Monday, September 17, 2018

SIGNED: *Janella Howard*

RANKING ORDER	COMPANY NAME		FEE PROPOSAL AMOUNT:
1	WK DICKSON		96,600.00
2	BURDETTE ENGINEERING		133,000.00
3	MCCALL-THOMAS ENGINEERING CO INC		24,900.00

Attachment: SKM_C25818091711420 - Copy (2609 : WTP Generator & High Service Drives Project)



August 22, 2018

Ms. Daniella Howard
Purchasing Agent
City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440

Re: Fee Proposal for Generator & High Service Drives Project
Project No.: 1601

Dear Ms. Howard:

WK Dickson's fee proposal to provide the scope of services as outlined in our Statement of Qualifications and described in the RFQ is a not to exceed amount of \$96,600. These services will be provided on a time and expense basis as shown by the attached fee and man-hour estimate.

We appreciate the opportunity to submit our qualifications and fee proposal to the City of Georgetown. Should you have any questions through the evaluation process, please do not hesitate to contact us.

Sincerely,

W.K. Dickson & Co., Inc.

A handwritten signature in blue ink, appearing to read 'Bill Young'.

Bill Young, PE
VP / Charleston Regional Manager

162 Seven Farms Drive, Suite 210
Charleston, SC 29492
Tel. 843.416.5560
Fax 843.416.5563
www.wkdickson.com

Aviation • Water Resources • Urban Development • Geomatics

FEE AND MAN-HOUR ESTIMATE

PROJECT: City of Georgetown - WTP Generator and High Service Drives

DATE: Wednesday, August 22, 2018

PROJECT DESCRIPTION - Engineering Services to Design, Permit, Bid and Construct

Task	PM	SR	TM	SR	DES	DES	ADMIN	TOTAL HOURS	CORNERSTONE (Electrical)	K&P Engineering (Structural)	REIMBURSABLES	FEE
Task 1	8							8				\$1,640
	10	10						20			\$100	\$4,050
	1	6		40				47				\$6,145
	4	4			8		4	20				\$2,720
				4					\$41,250	\$4,400		\$46,130
		6		8				14				\$2,100
	1	2			4			7				\$1,005
	1			2	4			7			\$20	\$885
	1			2	4		1	8				\$940
	1	1		2	4			8				\$1,055
	Subtotal	27	29	58	24		5	131	\$41,250	\$4,400	\$120	\$66,670
Task 2	1							2				\$280
	2							4	\$2,200			\$2,760
	6						4	10			\$50	\$1,580
	1			4			2	7			\$100	\$935
	Subtotal	10	0	4	0		9	23	\$2,200	\$0	\$150	\$5,555
Task 3	3				6			9			\$50	\$1,295
	2				4			6	\$10,450	\$660		\$11,940
	2				2			4				\$620
	2			4				10				\$1,310
	8				14			22			\$100	\$3,210
	4				8			12	\$3,300		\$50	\$5,010
	1			4	2		1	8			\$20	\$990
	Subtotal	19	0	8	34		1	62	\$13,750	\$660	\$170	\$24,375
Total												\$96,600
TOTAL FEE=												\$96,600



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

ACTION ITEM

DOC ID: 2611

Council Meeting Date:	20 September 2018
Department:	Water Utilities
Issue Under Consideration:	Motion to Accept Bid and Allow Staff to Enter Into Contract with Professional Pump and Well, Inc. for the King Well Rebuild Project In The Amount of \$185,878.00
Amount Requested:	\$185,878.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	None
Points to Consider:	• The King Well became inoperable at the end of 2017. • The well will be rebuilt by installing a new stainless steel liner, repacking, and new pump. • A cost comparison of operation of WTP and King Well show that the well will save the City approximately \$75,000 per year by supplementing with well. This project will pay for itself in 2.65 years. • This well was upgraded in 2015 with new pump and cleaning of well. This cost was approximately \$80,000. This paid for itself in one year. • There is a unit price in bid for column pipe; however, this was included as a precaution. We hope to reuse the column pipe that was replaced in 2015. • There is \$200,000 in budget for this project. • Contract duration is 150 consecutive calendar days. • Project was previously approved in August 2018 by City Council for a different contractor that was the low bidder. The previously approved contractor is a subcontractor on a project under construction that we have had some issues with claims. This is the next higher bidder. • Professional Pump & Well, Inc. has submitted letter holding bid price for the next month.
Options:	Approve or Disapprove
Staff Recommendation:	Approve

Reviews:

Will Cook Completed 09/17/2018 3:52 PM

Debra Bivens Completed 09/17/2018 4:33 PM

Updated: 9/17/2018 3:52 PM by Will Cook (Page 1)

Carey Smith Completed 09/17/2018 4:40 PM

Ann U. Mercer Completed 09/18/2018 8:17 AM

Georgetown City Council Pending 09/20/2018 5:30 AM

Attachments:

1. 1 Bid Tabulation - King Well Rebuild (PDF)
2. 2 PROFESSIONAL PUMP AND WELL (PDF)
3. 3 PPW Letter 9-10-18 (PDF)



CITY OF GEORGETOWN



SUBMITTAL LISTING

PROJECT:	King Well Rebuild Project #1512 - RFB	DATE OF BID OPENING:	Monday, July 23, 2018 3:00 pm
		PLACE:	2377 Anthuan Maybank Drive

**NOT CERTIFIED

SIGNED: Daniel A. Howard

COMPANY NAME	MAILING ADDRESS	AMOUNT	COMMENTS:
ROWE DRILLING COMPANY INC	PO BOX 2526 SAVANNAH GA 31402-2526	219,025.00 BASE 1,785.00 DEDUCT	RECEIVED ON TIME - CURRENTLY UNDER REVIEW
PROFESSIONAL PUMP AND WELL	2952 REPUBLIC AVE FLORENCE SC 29540	185,878.00 BASE 0 DEDUCT	RECEIVED ON TIME - CURRENTLY UNDER REVIEW
A C SCHULTES OF CAROLINA INC	3887 S NC 41 HWY WALLACE NC 28466	182,138.00 BASE 250.00 DEDUCT	RECEIVED ON TIME - APPARENT LOW BIDDER - CURRENTLY UNDER REVIEW

Attachment: Bid Tabulation - King Well Rebuild (2611 : King Well Rebuild)

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

**SECTION 00311
BID FORM**

**KING WELL REBUILD
FOR THE
THE CITY OF GEORGETOWN
SOUTH CAROLINA**

Georgetown, S.C.

Date: 7/23/18

PROPOSAL OF Professional Pump and Well, Inc.

(Hereinafter called "Bidder"), a South Carolina (State)

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

Professional Pump and Well, Inc.

TO: Mr. Will Cook
Water Utilities Manager
City of Georgetown

Gentlemen:

The Bidder, in compliance with your invitation for bids for the KING WELL REBUILD having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, for the Sum of:

One Hundred Eighty Five Thousand Eight Hundred Seventy Eight Dollars(\$185,878.00)

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

The price indicated above shall also include the amounts indicated as Allowances and as described in the Division 1 Section "Allowances". Should actual cost vary from the Allowance listed, The Contract Sum shall be adjusted by Change Order.

**BID FORM – UNIT PRICE
00311-1**

Attachment: PROFESSIONAL PUMP AND WELL (2611 : King Well Rebuild)

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **One Hundred Fifty (150) consecutive calendar days** thereafter as stipulated in the specifications.

Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the contractor, the problem shall be referred to the Owner as soon as possible for resolution by the Owner. Should a conflict occur which is not resolved before bid time and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the contractor's responsibility to price and bid the more expensive method.

Bidder acknowledges receipt of the following addendum:

No.: 1 Dated: June 28, 2018

No.: _____ Dated: _____

No.: _____ Dated: _____

No.: _____ Dated: _____

No.: _____ Dated: _____

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

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closed time for receiving bids.

**BID FORM – UNIT PRICE
00311-2**

Attachment: PROFESSIONAL PUMP AND WELL (2611 : King Well Rebuild)

REVISED SCHEDULE OF UNIT PRICES 06/28/2018

Additions and deletions from the Work shall be paid in accordance with the Unit Prices indicated below.

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Televis Well	1,200.00	1,200.00
2	1	LS	Clean and Airlift Debris	8,900.00	8,900.00
3	500	LF	Design and Install 12" Stainless Steel, Schedule 20 Liner	160.00	80,000.00
4	210	LF	Design and Install 5" Stainless Steel Liner, Schedule 40	160.00	33,600.00
5	75	LF	Design and Install 5" Stainless Steel wire wrap screen	160.00	12,000.00
6	1	LS	Install Chlorinated, Washed, and Sized Gravel Pack from Total Depth to Surface	7,500.00	7,500.00
7	1	LS	Install Test Pump and run 12 hour capacity test	8,500.00	8,500.00
8	1	LS	Design and Purchase Line Shaft Turbine Pump (300 GPM @ 500 TDH, Intake Depth 400 feet)	28,450.00	28,450.00
9	1	LS	Televis Well	1,200.00	1,200.00
10	1	LS	Install Turbine Pump	4,000.00	4,000.00
11	1	LS	Chlorinate Well and Sample	500.00	500.00
12	1	LF	6" Carbon Steel Column Pipe	28.00	28.00
			Total Bid Price	185,878.00	
DEDUCT	1	LS	Deduct for Using Existing Discharge Head on New Pump Assembly		0

Attachment: PROFESSIONAL PUMP AND WELL (2611 : King Well Rebuild)

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

etc., to cover the finished work called for.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the

State of South Carolina

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

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

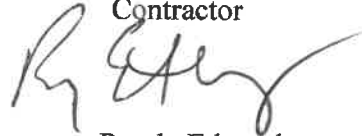
Respectfully Submitted:

Professional Pump and Well, Inc.

Contractor

(SEAL – if bid is by a Corporation)

By:



Randy Etheredge

(Type/Print Name)

Treasurer

(Title)

2952 Republic Ave.

(Street Address)

Florence, SC 20501

(City, State, Zip Code)

S.C. General Contractor's License No. 554

FID No. 57-1060423 and/or SSN _____

**BID FORM – UNIT PRICE
00311-4**

Attachment: PROFESSIONAL PUMP AND WELL (2611 : King Well Rebuild)

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

(END OF SECTION)

Attachment: PROFESSIONAL PUMP AND WELL (2611 : King Well Rebuild)

**BID FORM – UNIT PRICE
00311-5**

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

**SECTION 00350
BID BOND**

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned Professional Pump and Well, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are hereby held and firmly bound unto the City of Georgetown, South Carolina, as Owner, in the penal sum of (5% of total bid) Five Percent of the Total Amount Bid ~~Dollars/~~ N/A ~~Cents~~ (\$---5%---), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 23rd day of July, 2018.

The condition of the above obligation is such that:

WHEREAS, the Principal has submitted to City of Georgetown, South Carolina
Water Utilities Department a certain Bid, attached hereby and by reference made a part hereof, to enter into a contract in writing for the Project #1512 King Well Rebuild.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect - it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**BID BOND
00350-1**

Attachment: PROFESSIONAL PUMP AND WELL (2611 : King Well Rebuild)

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

Professional Pump and Well, Inc.
Principal

(Corporate Seal)

By : Randy Etheredge (L.S)
Randy Etheredge (Treasurer)

The Ohio Casualty Insurance Company
Surety

(Corporate Seal)

By : Belinda Ferciot (L.S)
Belinda Ferciot, Attorney-in-Fact

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Note: Bond must be countersigned by a South Carolina resident agent.

(END OF SECTION)

BID BOND
00350-2

Attachment: PROFESSIONAL PUMP AND WELL (2611 : King Well Rebuild)

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Belinda Ferciot; Debra L. Stewart; Michael E. Schendel; Reginald Jarvis

all of the city of Millersville, state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of September, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of September, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Professional Pump and Well, Inc.

P. O. Box 781
Darlington, S.C. 29540

Phone 843-393-1597
Fax 843-393-3001

September 10, 2018

City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Attn: Will Cook

Mr. Cook,

Professional Pump and Well, Inc. have reviewed our bid on "Rebuild of King Well" (Georgetown Project #1512) and will still honor our price of \$185,878.00 (One hundred eighty five thousand eight hundred seventy eight dollars). Our stainless vendor has agreed to hold their price, but states that a price increase could happen in the short future. We reserve the right to pass on any increase that may happen if it takes more than a month for approval to start job.

Thanks,



Randy Etheredge
professionalpump@bellsouth.net
843-393-1597 (Office)
843-601-0815 (Cell)

Attachment: PPW Letter 9-10-18 (2611 : King Well Rebuild)



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

ACTION ITEM

DOC ID: 2599

Council Meeting Date:	20 September 2018
Department:	Engineering
Issue Under Consideration:	Motion to make payment to WK Dickson for additional engineering services associated with the development and implementation of the Stormwater Management Plan- Phase 2 for a not to exceed amount of \$180,000.00.
Amount Requested:	\$180,000.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	None
Points to Consider:	Consultant will continue with Phase 2 of the Stormwater Management Plan outlined in City's RFQ dated 4/4/2018 and consultant's Statement of Qualifications dated 5/9/2018. Phase 1 of the SWMP was approved for a not to exceed amount of \$60,000 by council on 5/31/2018 for work covered under FY 17-18. Phase 2 will be completed under the new FY 18-19. Total consultant's fee will be revised to a not-to-exceed amount of \$240,000.00
Options:	
Staff Recommendation:	Approve extension of additional services in order to complete SWMP.

Reviews:

Orlando Arteaga Completed 09/05/2018 1:01 PM
 Carey Smith Completed 09/05/2018 2:19 PM
 Ann U. Mercer Completed 09/06/2018 1:45 PM
 Georgetown City Council Pending 09/20/2018 5:30 AM

Attachments:

1. 1 2018-08-24 Exhibit A - Amend 1 - Task Order 5 - COG Stormwater Management Plan (PDF)
2. 2 2018-08-24 WKD Task Order #5 Amendment #1 (PDF)
3. 3 WK DICKSON- Proposal (PDF)

Updated: 9/5/2018 1:00 PM by Orlando Arteaga (Page 1)

**EXHIBIT A
AMENDMENT NO. 1 – TASK ORDER NO. 5
CITY OF GEORGETOWN**

STORMWATER MANAGEMENT PLAN

A. Scope of Services

W.K. Dickson & Company, Inc. (CONSULTANT) will provide additional engineering services associated with the development and implementation of the City of Georgetown's (CITY's) Stormwater Management Plan, Project #4012. This is in conformance with the CITY's Request for Qualifications, dated April 4, 2018 and the CONSULTANT's Statement of Qualifications, dated May 9, 2018.

1.0 Project Management

The following project management efforts will be conducted in coordination with the CITY:

- Perform additional project management required for the additional work and tasks described below. Perform up to two additional progress / deliverable review meetings with the CITY's project team. Additional progress meetings will be via conference call.
- Complete quality control reviews of deliverables.
- Closeout the project and provide electronic files to the CITY.

2.0 Problem Area Identification

No additional scope items are included under this amendment.

3.0 Data Collection

No additional scope items are included under this amendment.

4.0 Citizen Education and Involvement

4.1 Public Meetings

CONSULTANT will prepare for and attend a maximum of one (1) City Council meeting to present the Stormwater Master Plan to City Council in a public setting under Task 9.0 Stormwater Master Plan.

4.2 Public Questionnaire

- Tabulate results of questionnaire respondents in a geodatabase format;
- Present questionnaire results in the Stormwater Master Plan report and at the City Council meeting (Task 9.0).

5.0 Stormwater Infrastructure Inventory

CONSULTANT shall complete capturing the stormwater utility infrastructure in select sub-watershed areas and supplement the CITY's existing GIS inventory database. Data will be collected within the CITY's existing database schema. This task will be accomplished using Global Positioning Systems (GPS) as the primary means of data capture with conventional surveying used as needed. The additional maximum number of structures collected under this amendment will not exceed three hundred fifty (350). Data will be delivered in geodatabase format.

6.0 Hydrologic and Hydraulic Modeling

Specific care will be placed on coordination of activities with the CITY's staff. Prior to the field investigation phase, CONSULTANT will gather available project background information from the CITY and items which may require special attention during the field investigation. Whenever possible, CONSULTANT will avoid duplication of previous technical effort.

6.1 Sub-basin Delineation

Basin delineations shall be developed for the areas identified in Task 2.0 Problem Area Identification (Original Task Order 5), with a focus on hydrologic connectivity and hydraulic analysis. Sub-basin delineations shall be saved in a digital format to be incorporated into the CITY's GIS.

6.2 Development of Hydrologic Parameters

Hydrologic parameters will be calculated using standard engineering practice. Results will be presented in tabular form that references a model schematic. The table and model schematic will be organized in the planning report, and will include at a minimum the following parameters:

- ◆ Sub-basin Node
- ◆ Watershed/Sub watershed area
- ◆ Watershed/Sub watershed length
- ◆ NRCS (Natural Resources Conservation Service) runoff curve numbers
- ◆ Land use
- ◆ NRCS soil types
- ◆ Time of concentration/flow times
- ◆ Storage areas
- ◆ Current impervious areas/acreage
- ◆ Manning's "n" for channel and overbanks
- ◆ Peak discharge

Model input parameters shall be related to sub-basin(s) and the model schematic. Input data shall be provided as an appendix to the report. Models (SWMM or other approved model) shall be developed for the drainage systems defined as problem areas.

6.3 Hydrologic and Hydraulic Modeling

- 6.3.1 Modeling Methodology - CONSULTANT will utilize SWMM for the hydrologic and hydraulic model for the majority of the studied drainage systems. NRCS methodologies will be used for hydrologic modeling. If appropriate, CONSULTANT may use Hydraflow StormSewers or a hydraulic grade-line model with Rational flows for smaller drainage areas. Modeling extents will be limited to the areas identified as floodprone and the systems contributing drainage to those identified areas.
- 6.3.2 Flood Frequencies and Peak Flow Evaluation - The peak flow from each catchment(s) shall be calculated for existing and future build-out conditions. The hydrologic model setup shall utilize the applicable parameters developed for this project to generate runoff hydrographs for the 2-, 10-, 25-, 50- and 100-year storm frequencies.
- 6.3.3 Open Channel Modeling - Hydraulic geometry for open channel systems shall be compiled from inventory collected channel sections and overbank geometry obtained from GIS or LIDAR data.
- 6.3.4 Closed System Modeling – Closed systems shall be modeled with consideration of potential losses and master planned to mitigate surcharge in the design event.
- 6.3.5 Open channel and closed system modeling shall be limited to a maximum of 30,000 linear feet (combined total).

6.4 Model Validation

Stormwater models will be validated utilizing high water marks, regression equations and USGS gauges if available, recent floodplain mapping efforts performed by the state, and USGS Regional Relations developed for peak discharges, as well as other pertinent data provided by the CITY. All validation efforts will be documented and reported to the CITY. Upon completion of the validation process, runoff hydrographs will be computed with results being presented to the CITY for their approval prior to beginning any hydraulic modeling.

7.0 Watershed Plan

7.1 Flood Hazard Mitigation

Based upon the modeling results, portions of the storm drainage system not meeting established design standards will be identified and prioritized for possible improvements. Citizen and CITY staff input will be cross-referenced to the model results to determine problems that may have been misidentified, that should be classified as maintenance or nuisance issues, or that may not qualify for service under the established project guidelines.

Once the problem areas have been refined, improvement options will be considered that may include:

- Upgrade of the entire drainage system to meet established design criteria;
- Upgrade of portions of the drainage system to lesser design standards;
- Use alternative best management practices for water quantity and quality control, such as detention ponds; and
- Alternative alignments and materials to minimize construction cost and impacts to private property and transportation systems.

When possible, atypical and innovative solutions will be considered to reduce cost and provide solutions which optimize the drainage system's capacity/functionality and long-term condition while balancing the important issues of neighborhood aesthetics and public relations. Performance standards for the recommended stormwater system improvements under existing land use conditions will be evaluated. The function of the recommended improvements under potential future build-out conditions based upon current zoning will also be considered. CONSULTANT will meet with CITY staff to discuss potential alternatives prior to finalizing them.

8.0 Capital Improvements Plan

8.1 Evaluate Capital Construction Costs

Capital Improvements will be recommended, and a budget cost analysis will be computed using recent bid tab information of similar projects and input on the local bid climate from CITY staff. Budget costs for drainage improvements shall include, at a minimum, installation of the following elements: storm drainage improvements, channel restoration and stabilization materials, grading, necessary street improvements, water and sewer utility relocations, erosion and sediment control measures, traffic control measures, miscellaneous items (e.g. fencing, walls, etc.), and easement acquisition estimates.

8.2 Prioritize Projects

A prioritization matrix will be developed in coordination with the CITY to rank the recommended projects based on different factors including, public safety, level of service, flood reduction benefits, capital costs, private property impacts, permitting requirements, and funding availability.

9.0 Stormwater Master Plan

9.1 Draft Master Plan Report

The draft Master Plan report will include an executive summary as well as supporting documentation for the recommended projects. Permitting requirements for each proposed project will be summarized including the expected permits required, planning level potential mitigation requirements, and summarization of any discussions with representatives from regulatory agencies. Upon completion of the preliminary planning report, CONSULTANT will submit three (3) copies of the report to the CITY for review.

9.2 Final Master Plan Report

CONSULTANT will incorporate the CITY staff's comments into a final planning report. Five (5) hard copies and an electronic copy of the final report will be submitted to the CITY as the final report deliverable.

9.3 Final Master Plan Presentation

CONSULTANT will present the final master plan at a City Council Meeting and provide the following for the meeting:

- Prepare 3 exhibits (utilizing GIS data) including but not limited to: streets, buildings, tree lines, drainage system, watershed, and citizen questionnaire results;
- Prepare a 10 to 15 minute PowerPoint presentation;
- Answer technical questions;
- Prepare meeting minutes and incorporate input into watershed study.

10.0 Evaluate Utility Rate Structure

CITY will provide CONSULTANT with stormwater budget and maintenance cost information. CONSULTANT will evaluate the CITY's existing rate structure and recommend revisions based on the following scenarios:

- Existing level of service for maintenance and no capital improvements
- Existing level of service for maintenance and implementation of the proposed CIP from Master Plan.
- Increased level of service by maintaining BMP's in CITY limits and no capital improvements
- Increased level of service by maintaining BMP's in CITY limits and implementation of the proposed Capital Improvement Plan.

CONSULTANT will collaborate with the CITY to determine the appropriate future growth rates for the CITY to estimate future revenues. CONSULTANT will provide recommendations for a revised rate structure based on the scenarios listed above.

11.0 Stormwater Design Standards

11.1 Stormwater Design Standards

CONSULTANT will prepare a stormwater design standards manual with recommendations for the CITY based on review of standards for similar sized municipalities in South Carolina, neighboring municipalities, and SCDOT. Standards may include the requirements for the following:

- Design criteria for storm drainage pipes, open channels, and inlets

- Cover
- Minimum slope
- Detention
- Easements
- Level of Service

The design standards manual will not include modeling methodologies for the analysis of storm drainage systems.

11.2 Design Standards Ordinance

Upon the CITY's acceptance of the proposed design standards manual, CONSULTANT will draft proposed ordinance language for the CITY. The ordinance language may reference the design standards manual. This effort includes recommended ordinance language and does not include obtaining City Council approval or meeting with the development community.

B. Compensation

The additional Scope of Services (Item A) shall not exceed the sum of One Hundred Eighty Thousand Dollars (\$180,000.00) per the Fee Schedule in Table 1.

Table 1: Fee Schedule

Section Number	Task Description	Fee
1.0	Project Management	\$ 10,000.00
2.0	Problem Area Identification	\$ 0.00
3.0	Data Collection	\$ 0.00
4.0	Citizen Education and Involvement	\$ 5,000.00
5.0	Infrastructure Inventory	\$ 30,000.00
6.0	Hydrologic and Hydraulic Modeling	\$ 50,000.00
7.0	Watershed Plan	\$ 20,000.00
8.0	Capital Improvement Plan	\$ 14,000.00
9.0	Stormwater Master Plan	\$ 20,000.00
10.0	Evaluate Utility Rate Structure	\$ 8,000.00
11.0	Stormwater Design Standards	\$ 20,000.00
	Reimbursable Expenses (Estimate - this will be billed at cost)	\$ 3,000.00
	Fee Total	\$180,000.00

AMENDMENT NO. 1**ADDITIONAL SERVICES AUTHORIZATION**

The following additional services to the contract for Task Order Number 5 – Stormwater Management Plan dated June 26, 2018 between the City of Georgetown (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) are authorized.

1. SCOPE OF SERVICES. CONSULTANT shall provide additional services as described in Exhibit A.
2. TIME OF PERFORMANCE. CONSULTANT's time of performance for the above additional services shall be extended 270 calendar days.
3. COMPENSATION. CONSULTANT shall provide the above Additional Scope of Work on an hourly plus expenses basis not-to-exceed \$180,000.00 as described in Exhibit A. The total contract not-to-exceed fee is increased from \$60,000.00 to \$240,000.00.

All services and associated compensation shall be in accordance with the above referenced Contract for Services.

OWNER:

CITY OF GEORGETOWN

CONSULTANT:

W.K. DICKSON & CO., INC.

By: _____

Title: _____

Date: _____

By: _____

William H. Young, PE

Title: Vice President

Date: 08/24/18



May 9, 2018

City of Georgetown
Attn: Ms. Daniella Howard, Purchasing
2377 Anthuan Maybank Drive
Georgetown, SC 29440

RE: Fee Proposal Stormwater Management Plan - Project #4012

Dear Ms. Howard:

The table below includes our fees itemized into the various tasks as requested in the RFQ.

Task Number	Task Description	Manhours	Fee
1	Project Management	120	\$20,000
2	Work Planning and Problem Area Identification	60	\$10,000
3	Data Collection	140	\$20,000
4	Citizen Education and Involvement	60	\$10,000
5	Infrastructure Inventory	340	\$50,000
6	Hydrologic and Hydraulic Modeling	340	\$50,000
7	Watershed Plan	140	\$20,000
8	Capital Improvement Plan	100	\$15,000
9	Stormwater Master Plan	100	\$15,000
10	Evaluate Utility Rate Structure	60	\$10,000
11	Develop Stormwater Design Standards	60	\$10,000
12	Reimbursable Expenses (Estimate -This will be billed at cost)		\$10,000
Project Total		1,520	\$240,000

Based upon our past experiences with similar size communities to the City of Georgetown, we estimate a project duration of 9 to 18 months when using a "step-by-step" approach. The first phase of the project will include Task Numbers 2 and 3, plus portions of Task Number 1, 4, 5 and 12 (\$60,000). A scoping meeting will be performed with the City to develop the final scope, schedule and fee. For the purposes of this fee estimate, we estimate that a partial stormwater infrastructure inventory will be performed with a maximum of 500 structures.

We appreciate the opportunity to provide the City of Georgetown with this qualifications package and fee schedule. Should you have any questions through the evaluation process, please do not hesitate to call us.

Sincerely,
W.K. Dickson & Co., Inc.

Bill Young, PE
Vice President/Charleston Regional Manager
843.261.3811
byoung@wkdickson.com

W.K. DICKSON & CO., INC.

2018 RATE SCHEDULE

LABOR2018

Principal	\$ 210.00/hr.
Senior Project Manager	\$ 195.00/hr.
Project Manager	\$ 160.00/hr.
Senior Technical Manager	\$ 185.00/hr.
Technical Manager	\$ 160.00/hr.
Senior Project Engineer	\$ 152.00/hr.
Project Engineer	\$ 135.00/hr.
Senior Scientist	\$ 130.00/hr.
Scientist	\$ 115.00/hr.
Landscape Architect	\$ 175.00/hr.
Senior Planner	\$ 165.00/hr.
Planner	\$ 120.00/hr.
Senior Civil Designer	\$ 120.00/hr.
Civil Designer	\$ 110.00/hr.
Senior Technician	\$ 110.00/hr.
Technician	\$ 90.00/hr.
Senior GIS Analyst	\$ 130.00/hr.
GIS Analyst	\$ 110.00/hr.
GIS Technician	\$ 95.00/hr.
Field Survey Party	\$ 135.00/hr.
Professional Land Surveyor	\$ 155.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 97.00/hr.
Project Administrator	\$ 75.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate (currently \$0.545/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2018. WK Dickson reserves the right to revise to reflect inflationary increases.

Attachment: WK DICKSON- Proposal (2599 : Approval of engineering fees for Storm Water Management Plan-Phase 2)



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

ACTION ITEM

DOC ID: 2605

Council Meeting Date:	20 September 2018
Department:	Engineering
Issue Under Consideration:	Motion to approve bid and to make payments to Layne Inliner, LLC for the West End Sewer Rehabilitation Project in a not to exceed amount of \$2,092,184.00.
Amount Requested:	\$2,092,184.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	None
Points to Consider:	Four bids were received. Layne Inliner, LLC's bid is the lowest qualified bid of \$2,031,247. The requested amount includes a 3% contingency fee for unforeseen conditions.
Options:	IPR Southeast LLC's bid was second in ranking but price is much higher at about \$2.7 million.
Staff Recommendation:	Award contract to Layne Inliner, LLC

Reviews:

Orlando Arteaga Completed 09/10/2018 3:47 PM
 Finance Completed 09/12/2018 10:22 AM
 City Attorney Completed 09/17/2018 11:17 AM
 approved as to form
 Carey Smith Completed 09/17/2018 1:24 PM
 Ann U. Mercer Completed 09/18/2018 8:16 AM
 Georgetown City Council Pending 09/20/2018 5:30 AM

Attachments:

1. 1 LAYNE Bid (PDF)
2. 2 AECOM Recommendation Letter & Certified Bid Tab (PDF)
3. 3 Notice of Intent to Award (PDF)

Updated: 9/10/2018 3:46 PM by Orlando Arteaga (Page 1)

WASTEWATER SYSTEM IMPROVEMENTS
IN THE WEST END DISTRICT

CITY OF GEORGETOWN
SOUTH CAROLINA

SECTION 00311
BID FORM

WEST END SEWER REHABILITATION

Date: Georgetown, SC
Project
No. 60555165

PROPOSAL OF Layne Inliner, LLC,
doing business as a corporation / a partnership / an individual (Strike out inapplicable terms), with its principal office in the City of Gastonia, County of Gaston, State of North Carolina, (hereinafter called "Bidder").

TO: City of Georgetown
(hereinafter called "Owner"),

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of West End Sewer Rehabilitation Project Number 1812 having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 270 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The drawings, specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the contractor, the problem shall be referred to the Engineer as soon as possible for resolution by the Engineer. Should a conflict occur which is not resolved before bid time and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the contractor's responsibility to price and bid the more expensive method.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

BID FORM – UNIT PRICE
00311-1

**WASTEWATER SYSTEM IMPROVEMENTS
IN THE WEST END DISTRICT**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

No. 1 Dated Aug 28, 2018 No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

Bidder agrees to perform all of the West End Sewer Rehabilitation COG Project Number 1812 described in the specifications and shown on the plans for the following unit prices:

Item	Est Qty	Unit	Description	Unit Price	Total Estimated Price
1	1	LS	Mobilization (Max. of 3% of Total Construction Cost)	\$60,000.00	\$60,000.00
2	25	VF	Manhole Rehabilitation (Brick 3'ø)	\$170.00	\$4,250.00
3	290	VF	Manhole Rehabilitation (Brick 4'ø)	\$180.00	\$52,200.00
4	84	EA	Remove and Replace Frame & Cover (Paved)	\$2,200.00	\$184,800.00
5	4	EA	Remove and Replace Frame & Cover (Unpaved)	\$1,200.00	\$4,800.00
6	48	EA	Repair Bench & Trough	\$400.00	\$19,200.00
7	4	EA	Repair Bench	\$225.00	\$900.00
8	5	EA	Repair Trough	\$340.00	\$1,700.00
9	7	EA	Rebuild Bench	\$900.00	\$6,300.00
10	7	EA	Rebuild Trough	\$900.00	\$6,300.00
11	6	EA	Seal Pipe/Wall Connection	\$350.00	\$2,100.00
12	3	EA	Seal Service Connection	\$350.00	\$1,050.00
13	14,884	LF	CIPP 8"	\$33.50	\$498,614.00
14	2,369	LF	CIPP 12"	\$42.00	\$99,498.00
15	43	EA	CIPP Test Sample	\$300.00	\$12,900.00
16	1,428	LF	Remove Existing 8" Sewer Main & Replace with New 8" Sewer Main	\$100.00	\$142,800.00
17	350	LF	Sewer Service Laterals (By Open Cut)	\$65.00	\$22,750.00
18	262	EA	Internal Reconnect (CIPP)	\$150.00	\$39,300.00
19	14	EA	Wye	\$1500.00	\$21,000.00
20	26	EA	Point Repair (4'-6') (up to 10 LF)	\$2,900.00	\$75,400.00
21	13	EA	Point Repair (6'-8') (up to 10 LF)	\$3,500.00	\$45,500.00
22	13	EA	Remove Protruding Service	\$200.00	\$2,600.00
23	276	EA	Service Lateral Inspection (CCTV)	\$300.00	\$82,800.00
24	2,900	LF	Cut and Replace Asphalt (Highways)	\$54.00	\$156,600.00
25	1	EA	New Manhole (0'-6')	\$4,475.00	\$4,475.00
26	1	EA	Manhole Replacement (6'-8')	\$5,450.00	\$5,450.00
27	1	LS	Traffic Control	\$64,960.00	\$64,960.00
Sub-Total (Base Bid)				\$1,618,247.00	\$1,618,247.00 HAO
Plan Inclusive					
1	2,200	LF	Heavy Cleaning (Root Cutting)	\$1.25	\$2,750.00

Addendum No. 1

BID FORM – UNIT PRICE
00311-2

WASTEWATER SYSTEM IMPROVEMENTS
IN THE WEST END DISTRICT

CITY OF GEORGETOWN
SOUTH CAROLINA

2	15	EA	Cleanouts	\$ 850.00	\$ 12,750.00
3	88	LF	Point Repair (4'-6') (greater than 10 LF)	\$ 120.00	\$ 10,560.00
4	76	LF	Point Repair (6'-8') (greater than 10 LF)	\$ 140.00	\$ 10,640.00
5	100	LF	Cut and Replace Asphalt (Driveways)	\$ 65.00	\$ 6,500.00
6	100	LF	Cut and Replace Concrete (Driveways)	\$ 90.00	\$ 9,000.00
7	100	LF	Cut and Replace Concrete (Sidewalks)	\$ 50.00	\$ 5,000.00
8	8	EA	Locate and Uncover Manholes	\$ 1,350.00	\$ 10,800.00
9	1	EA	Manhole Replacement (4'-6')	\$ 4,500.00	\$ 4,500.00
10	21,000	SY	Asphalt Resurfacing	\$ 16.00	\$ 336,000.00
11	1,000	LF	Silt Fence	\$ 4.50	\$ 4,500.00
Sub-Total (Plan Inclusive)				\$ 413,000.00	

Total (Base Bid + Plan Inclusive)	\$ 2,031,247.00
--	------------------------

Amounts shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

Two Million Thirty-One Thousand Two Hundred Forty-Seven Dollars & No/CENTS
(DOLLARS) (CENTS)

UNIT PRICES

For changing quantities of work items from those indicated by the contract drawings, upon written instructions from the Engineer, the following unit prices shall prevail:

- | | | | |
|----|--|------------------|--------|
| 1. | Reverse Set-ups (CCTV) : | \$ <u>150.00</u> | per EA |
| 2. | Manhole Rehabilitation (Epoxy Brick 4'Ø) | \$ <u>315.00</u> | per VF |
| 3. | Inlet Protection | \$ <u>180.00</u> | per LF |
| 4. | CIPP 15" | \$ <u>50.00</u> | per LF |
| 5. | 2" Asphalt Milling (Estimated 21,000 sy) | \$ <u>6.50</u> | per SY |

The above unit prices shall include all labor, materials, equipment, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder declares that he understands that the quantities shown in the Proposal are subject to adjustment by either increase or decrease and that should the quantities of any of the items of the work be increased, the undersigned proposed to do the additional work at the unit prices stated herein, and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid, and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the contract amount by direct increase or decrease.

**WASTEWATER SYSTEM IMPROVEMENTS
IN THE WEST END DISTRICT**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 30 of the General Conditions. The bid security attached in the sum of

ONE HUNDRED ONE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS

Dollars And Thirty-Five CENTS Cents (\$ 101,562.³⁵) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

[SEAL – (If bid is by a corporation)]

Respectfully submitted:

BY: Denise C. McClanahan

Denise C. McClanahan, P.E.
(Print Name)

Vice President
(Title)

1441 Delta Drive, Gastonia, NC 28052
(Business Address)

(END OF SECTION)

**WASTEWATER SYSTEM IMPROVEMENTS
IN THE WEST END DISTRICT**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

**SECTION 00350
BID BOND**

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned Layne Inliner, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are hereby held and firmly bound unto the City of Georgetown, South Carolina, as Owner, in the penal sum of (5% of total bid) _____ Dollars _____ Cents (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 28th day of August, 2018.

The condition of the above obligation is such that:

WHEREAS, the Principal has submitted to City of Georgetown a certain Bid, attached hereby and by reference made a part hereof, to enter into a contract in writing for the **WEST END SEWER REHABILITATION**.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect - it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**BID BOND
00350-1**

**WASTEWATER SYSTEM IMPROVEMENTS
IN THE WEST END DISTRICT**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

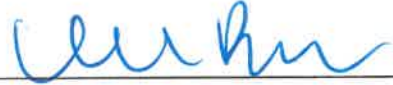
Layne Inliner, LLC

Principal

By :  (L.S)
Ashley Stinson, Secretary



Travelers Casualty and Surety Company of America
Surety

By :  (L.S)
Isabel Barron, Attorney-in-Fact

(Corporate Seal)

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Note: Bond must be countersigned by a South Carolina resident agent.

(END OF SECTION)

**BID BOND
00350-2**



September 7, 2018

Mr. Orlando Arteaga, P.E.
Civil Engineer
City of Georgetown
2377 Anthuan Maybank Drive
Georgetown, SC 29440

RE: West End Sewer Rehabilitation
Letter of Recommendation
AECOM Project No.: 60555165

Dear Mr. Arteaga:

This letter represents the recommendation of this office concerning the award of a construction contract by the City of Georgetown for the referenced project.

Bids for the project were received at 2:00 P.M. on September 5, 2018 at the City of Georgetown – Water Utilities Department Office. Each of the sealed bids were publicly opened and read aloud. A total of four (4) bids were received ranging from a low of \$2,031,247.00 to a high bid of \$3,256,841.00. The low bid was submitted by Layne Inliner, LLC from Gastonia, NC.

Based on our investigation, it appears that Layne Inliner, LLC has the experience and resources to complete the project. It is therefore our recommendation that a construction contract be awarded to Layne Inliner, LLC.

Enclosed are the Certified Bid Tabulation, the Notice of Intent to Award, and the Notice of Award. Please have the Notice of Intent to Award and the Notice of Award signed, dated, and return to this office.

Please give us a call at (843) 767-4602 if you have any questions.

Very truly yours,

AECOM

Carl Ragos, P.E.
Project Engineer

Enclosures

Attachment: AECOM Recommendation Letter & Certified Bid Tab (2605 : Approval of construction bid for West End Sewer Rehabilitation



**CERTIFIED AS A TRUE AND CORRECT
TABULATION OF BIDS RECEIVED**



Carl Ragos, P.E.
Project Engineer

CERTIFIED BIDS RECEIVED

PROJECT: City of Georgetown
West End Sewer Rehabilitation

AECOM PROJECT NO.: 60555165

PLACE: City of Georgetown – Water Utilities Department Conference Room
2377 Anthuan Maybank Drive, Georgetown, SC 29440

DATE: September 5, 2018

TIME: 2:00 P.M.

Contractor		Amount of Proposal	Order of Proposal
Layne Inliner, LLC	Gaston, NC	\$2,031,247.00	1
IPR Southeast, LLC	DeKalb, GA	\$2,678,499.00	2
Insituform Technologies, LLC	St. Louis, MO	\$3,072,131.00	3
Associates Roofing & Construction, Inc.	Georgetown, SC	\$3,256,841.00	4

**WASTEWATER SYSTEM IMPROVEMENTS
IN THE WEST END DISTRICT**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

SECTION 00601.2

NOTICE OF INTENT TO AWARD

OWNER: City of Georgetown
2377 Anthuan Maybank Drive
Georgetown, SC 29440

COG No. 1812

SRF #: 412-15

PROJECT DESCRIPTION: West End Sewer Rehabilitation

TO ALL BIDDERS:

This is to notify all bidders that it is the intent of the Owner to award a contract as follows:

NAME OF BIDDER: Layne Inliner, LLC

DATE BIDS WERE RECEIVED: September 5, 2018

AMOUNT OF BASE BID: \$2,031,247.00

ALTERNATE(S) ACCEPTED: # \$0.00

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$2,031,247.00

The Owner has determined that the above named Bidder is responsible and has submitted the lowest responsive bid. The Owner may enter into a contract with this Bidder subject to the contract review by the SC Department of Health and Environmental Control, State Revolving Fund Section.

Orlando Arteaga

(Print or Type Name)

Orlando Arteaga
(Signature)

City Engineer

(Award Authority Title)

9-10-2018
(Date Posted)

**POST A COPY OF THIS FORM AT THE LOCATION ANNOUNCED AT THE BID
OPENING**

(END OF SECTION)

NOTICE OF INTENT TO AWARD
00601.2



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

ORDINANCE

DOC ID: 2587 A

Council Meeting Date:	20 September 2018
Department:	Housing and Community Development
Issue Under Consideration:	Motion to adopt an ordinance amending Chapter 17 Planning, Article IV Economic Development Incentive Program, Sections 17-31, 33, and 34 of the City of Georgetown Code of Ordinances
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• The Economic Development Incentive Program ordinance was approved by council on December 15, 2016. • This ordinance gives certain incentives to development in the city that increases tourism, commerce, and employment opportunities. • These amendments are to improve that value of this ordinance and allow previously zoned Planned Developments the opportunity to apply for incentives. • Mrs. Tinubu gave a presentation on this ordinance and its importance at the April 26, 2018 Council Workshop. • Planning Commission held a public hearing on August 28, 2018 and unanimously approved these amendments with a 6-0 vote.
Options:	Approve or deny amendments.
Staff Recommendations:	Staff recommends approving amendments to ordinance.

Reviews:

Rick Martin Completed 08/08/2018 9:18 AM
 Carey Smith Completed 08/08/2018 9:51 AM
 Ann U. Mercer Completed 08/08/2018 1:44 PM
 Georgetown City Council Completed 08/16/2018 5:30 PM

Attachments:

1. 1 ECONOMIC DEV INCENTIVES Ord Redlined (PDF)
2. 2 EDIP Application (PDF)
3. 3 Minutes April 26 City Council Workshop (PDF)

**MOTION TO ADOPT AN ORDINANCE AMENDING CHAPTER 17 PLANNING, ARTICLE IV
ECONOMIC DEVELOPMENT INCENTIVE PROGRAM, SECTIONS 17-31, 33, AND 34 OF
THE CITY OF GEORGETOWN CODE OF ORDINANCES**

**AN ORDINANCE AMENDING CHAPTER 17 PLANNING, ARTICLE IV, ECONOMIC
DEVELOPMENT INCENTIVE PROGRAM, SECTIONS 17-31, 33, & 34 OF THE CITY OF
GEORGETOWN CODE OF ORDINANCES**

- WHEREAS,** Section 1-9 of the Code of Ordinances of the City of Georgetown allows for the amendment of the Code of Ordinances from time to time; and
- WHEREAS,** The City of Georgetown understands and appreciates the importance of maintaining and encouraging the city's economic vitality; and
- WHEREAS,** The City of Georgetown acknowledges the value of increasing tourism and commercial activity, increasing property values and revenue through preservation and new construction, and the creation of employment opportunities; and
- WHEREAS,** The City of Georgetown seeks to incentivize economic development in some commercial zones, consistent with the Comprehensive Plan; and
- WHEREAS,** The City of Georgetown adopted the Economic Development Incentive Program on December 15, 2016;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, South Carolina, that the City of Georgetown Code of Ordinances Chapter 17 Planning, Article IV, Economic Development Incentive Program, be amended as follows:

(Sections 17-20 through 17-29 are reserved)

ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

§17-30 The City of Georgetown Economic Development Incentive Program

The City of Georgetown Economic Development Incentive Program is enacted by Council to meet its goals and realize certain benefits as defined in §17-31, below.

§17-31 Definitions

As used in this Article, unless the context shall otherwise require, the following terms shall have the following respective meanings:

Benefits means the value to the city of providing the incentives, which generally includes: (a) increased property values within the incentive area and the city as a whole; (b) increased revenue from property taxes, business license fees and permit fees; (c) increased tourism and commercial activity within the incentive area and the city as a whole; and (d) the improvement of the character of the city by preserving historic buildings within the incentive area and promoting the construction of new buildings that are compatible with its historic character.

Development shall mean the activity of improving a real property to the extent of adding value to the tax base through real property improvements, and the creation of employment opportunities.

Goals shall mean the objectives of the city in offering the incentives, which generally includes: (a) promoting the construction of new buildings or the rehabilitation of existing buildings within the incentive

area; and (b) supporting the establishment of the categories of new businesses that will significantly increase the overall commercial activity within the incentive area, attract the city's residents and tourists into the incentive area, and increase property values within the city as a whole.

Incentive shall mean a grant of any inducement having monetary value by the city that is offered to a person, firm, or corporation to pursue a development that encourages private investment and/or the creation/retention of jobs. The incentive may also include grants from other entities that the city may be able to obtain.

Incentive area shall mean the area in which Council has determined that the revitalization and redevelopment thereof is essential to preserving and improving the economy, society and culture of the city and enhancing the quality of life of the citizens thereof. The incentive area shall include all properties located within the General Commercial, Core Commercial and Intermediate Commercial Districts of the City of Georgetown, attached hereto as EXHIBIT A, along with Planned Development Districts ~~so zoned after the enactment of this ordinance.~~

Incentive recipient shall mean the private parties receiving the incentives from the city.

Job shall mean each new full-time position or each full-time equivalent position that is created as a direct result of the ongoing operation of a development. For the purposes of calculating the number of jobs created by a development, only those employed at businesses directly associated with the development at positions permanently located within the incentive area shall be considered.

§17-32 Authorization

- (A) *Authorization. To grant incentives.* The Council, at its discretion and on a case-by-case basis, but subject to the general eligibility criteria provided for in §17-34 herein, may enter into an incentive agreement with a person, firm or corporation providing for incentives in order to encourage and support the development of real property within the incentive area.
- (B) *Incentive agreements.* The incentives shall only be provided to an incentive recipient after an agreement has been entered into between the city and such person, firm or corporation, which agreement shall set forth: the particulars of the development; the incentives to be provided; and sufficient assurances that the benefits will accrue to the city and the goals will be met by the development (an "incentive agreement"). Pending the approval by the council of any incentive agreement and subject to the provisions of §17-35 herein, the mayor and city administrator are authorized to discuss the provisions of this economic development incentive program, aid in the completion of any proposal (as defined herein) and, subject to the final approval by council, negotiate with the potential incentive recipient on behalf of the city. Each incentive agreement shall be approved by council by ordinance. Council is authorized to provide incentives in any amounts and for any period of time within the thresholds provided for herein or within the time periods and thresholds provided for in any applicable statutory authorization.

§17-33 Authorized incentives

- (A) *Multiple incentives.* Council may provide to an incentive recipient any combination of incentives provided for herein; provided, however, that the total amount of incentives given to a development must be in keeping with the goals and the value of the benefits accruing to the city (and its citizens) and must be greater than the financial value of the incentives to an incentive recipient.
- (B) *Incentives of the city.* All direct incentives of the city shall be granted in the form of reimbursements and refunds of fees and taxes that have been duly paid to the city. No upfront abatements of fees or taxes shall be permitted. Where incentives continue for a period of more than one year, such incentives may be graduated to increase or decrease year-to-year as the council sees fit, but subject to monitoring by the city to ensure compliance with the terms of any incentive agreement. Council may, at its discretion and on a case-by-case basis, enter into an incentive agreement to reimburse or refund any person, firm or corporation the following fees and taxes up to the amounts and percentages provided for herein:
- (1) Up to 100 percent of the applicable ~~tax~~ tap fees collected by the city;
 - (2) Up to 50 percent of the building permit fees collected by the city;
 - (3) Up to 50 percent of the business license fees collected by the city for as many as five years;
 - (4) Up to 50 percent of the fire impact fees collected by the city;
 - (5) Up to 50 percent of the local hospitality taxes collected by the city for as many as five years, but funds received through such incentive are to be spent only for purposes that are related to tourism, pursuant to S.C. Code§ 6-1-730, and which have been approved by council and included in the incentive agreement;
 - (6) Up to 50 percent of the local accommodations taxes collected by the city for as many as five years, but funds received through such incentive are to be spent only for purposes that are related to tourism, pursuant to S.C. Code§ 6-1-530, and which have been approved by council and included in the incentive agreement; and
 - (7) Such other incentives that Council, at its discretion on a case-by-case basis, determines are appropriate given the amount or type of investment made by the incentive recipient in the investment area.
- (C) *State incentive programs.* The state programs that may be considered by council to be included within any package of incentives or as a stand-alone set of incentives for in-city projects located outside of the development area, include the following:
- (1) Property tax credits authorized by the provisions of the South Carolina Abandoned Buildings Revitalization Act, S.C. Code Ann.§§ 12-67-100 et seq. Incentive recipients

requesting consideration of the Abandoned Building Act by the council shall submit an Abandoned Building Act Application form to the Department of Housing and Community Development.

- (2) Property tax credits authorized by the provisions of the South Carolina Retail Facilities Revitalization Act, S.C. Code Ann. §§ 6-34-10 et seq. Incentive recipients requesting consideration of the Retail Revitalization Act by the council shall submit a Retail Revitalization Act Application form to the Department of Housing and Community Development.
- (3) The South Carolina real property tax credit for the installation of a fire sprinkler system, S.C. Code Ann. § 12-6-3622.

§17-34 Eligibility criteria

- (A) *General eligibility criteria.* Except for those state incentives discussed in §17-33(C) above as authorized by the state and which are intended by the terms of this economic development incentive program to be applied city-wide, in order for a development to be eligible to receive incentives, the council must determine that the development meets, or upon completion will meet, each of the following criteria:
- (1) The development is consistent with the Georgetown 2011 Comprehensive Plan (as may be amended), as well as the goals.
 - (2) Absent the provision of incentives, the development would be unlikely to occur or unlikely to occur at the level or scale contemplated by the developer.
 - (3) The development must be located within the incentive area, as defined in **§17-31, above**
 - (4) The development must have a minimum threshold investment of ~~\$500,000.00~~ **\$1,500,000.00** (the "minimum investment"). The minimum investment may be comprised of any combination of (i) real property acquisition costs, (ii) the costs of physical improvements to real property, (iii) or the costs of capital improvements to city infrastructure. The minimum investment may be calculated based upon investment in a single property or the cumulative investment in multiple properties, each within the incentive area. Where multiple uses or businesses are to be located within a single development as separate businesses, the council may, at its discretion on a case-by-case basis, allocate appropriate portions of the total investment in the development to such separate business in order to allow such business to meet the minimum investment eligibility requirement. In order to meet the threshold for the minimum investment, a development may be given a credit towards the minimum investment of \$50,000.00 for each job (as defined herein) that will be created by the development.

- (5) The intended use of the development must be for one or more of the following business purposes: (1) retail uses; (2) tourism-related business or activities; (3) cultural arts activities and associated businesses; (4) corporate headquarters; (5) research and development; (6) high technology growth businesses; and (7) other uses, as may be determined by the council, that are consistent with the goals, the comprehensive plan, ~~and~~ the master plan **and the public purpose doctrine**.
- (B) *Specific criteria.* Council may, at its discretion and on a case-by-case basis, include within an incentive agreement any other eligibility criteria that must be met upon completion of a development in order to ensure that the goals are met and that the development provides benefits to the city (and its citizens) in amounts that warrant the implementation of incentives.

§17-35 Application and award

- (A) *Application for incentives.* Except where an applicant seeks only those state incentives discussed in §17-33(C) above, in order to be eligible for incentives, a person, firm or corporation must submit to the Office of the Mayor and City Administrator a proposed set of incentives for a development (a "proposal"). The proposal must include a sufficient description of the development, to include, without limitation, the following information:
- (1) identification of the property or properties on which the development is to be located (the "subject property") and any acquisition costs thereof;
 - (2) the estimated start date and completion date for any work to be performed on the subject property;
 - (3) a list of any physical improvements that are to be made to the subject property as part of the development, including a good-faith estimate of the costs thereof;
 - (4) the then-current value of the subject property and a good-faith estimate of the value of the subject property upon completion of the improvements thereto;
 - (5) a good-faith estimate of the number of jobs that the development is projected to create, including an estimate of the date upon which the estimated number of jobs will have been created;
 - (6) a statement affirming that, based upon any acquisition costs for the subject property, along with good-faith estimates for the costs of physical improvements and the number of jobs created, the development will meet or exceed the minimum investment requirements of §17-34(A)(4);
 - (7) a good-faith estimate of other revenue for the city that will be created as a direct result of the development, including anticipated business license fees, additional property

tax revenue, capital improvements to city-owned infrastructure and utilities revenue; and

- (8) any other additional information that the incentive recipient or the Mayor or City Administrator deems may be necessary and helpful for Council to evaluate and give due consideration to the proposal.
- (B) *Determination of award and incentive amounts.* The determination of an incentive award lies within the sole discretion of City Council. The amount of incentives granted to a development shall be based upon the amount of the capital investment in the development, the amount of new revenue for the city directly created by the development and the number of new jobs that will be directly created by the development. The amount of incentives granted to a development shall in no case exceed the value of the direct and indirect benefits of the development to the city. These amounts shall be expressly included within any incentive agreement. Economic Development Incentives under this Article may be the subject of a closed council meeting. §30-4-70(a)(5), SC Code. The final incentive offer shall be authorized by ordinance. Consistent with the South Carolina Freedom of Information Act and upon request per city policy, documents related to an Economic Development Incentive offer and/or its fiscal impact may be released after:
- (1) the offer to attract the business to invest in the city is accepted by the business to whom it was made; and
 - (2) the public announcement of the project or finalization of the incentive agreement, whichever occurs later (§30-4-40(a)(9))
- (C) *Certification, commencement and continuation of incentives.*
- (1) No incentive shall commence or be given until such time as the development has been issued a certificate of occupancy and/or a business license as well as a certificate that all terms and benchmarks included within the applicable incentive agreement, including without limitation benchmarks for capital investment, property valuation, and job creation (the "benchmarks"), have been fully achieved or otherwise completed.
 - (2) Where benchmarks, such as the number of jobs created, are to be met continuously over a period of time, the incentive recipient shall provide to the city, on an annual basis, sufficient proof that the development has continuously achieved or otherwise complied with such benchmarks.
 - (3) If, at any time after completion of a development or at any time within the period of time during which a development is granted incentives, a development fails to achieve or otherwise comply with a benchmark, council may, at its discretion and on a case-by-case basis, declare the incentive agreement null and void and refuse to grant any future incentives; or decrease the amount of incentives based upon the actual direct and indirect benefits of the development to the city and its citizens.

§17-36 Administration of incentive agreements

The administration of the application process, specifically including the drafting of any proposal, presentation for Council's consideration, and continuous monitoring of developments pursuant to applicable incentive agreements shall be the responsibility of the mayor and city administrator and any person designated to oversee such process by the mayor and city administrator.

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

ATTEST:

Ann U. Mercer
City Clerk

First Reading: _____

Second Reading: _____

Brendon M. Barber, Sr.
Mayor

APPROVED AS TO FORM:

Elise F. Crosby
City Attorney



**CITY OF GEORGETOWN
PROPOSAL FOR ECONOMIC DEVELOPMENT INCENTIVES**

The City of Georgetown, South Carolina (the "City") has enacted its Economic Development Incentive Program, which is codified in Chapter 17 – "Planning," Article III – "ECONOMIC DEVELOPMENT INCENTIVE PROGRAM" of the City's Code of Ordinances (Economic Development Incentive Program). Pursuant to the Economic Development Incentive Program, all requests for Incentives shall be made using this form. This form shall be signed and submitted, either: in person at the Georgetown City Hall, which is located at 1134 N. Fraser Street, Georgetown, SC 29440 or by mail to the City of Georgetown, Attn: City Administrator, P.O. Box 939, Georgetown, SC 29442. No e-mail or fax requests will be accepted. Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Economic Development Incentive Program.

NAME: _____ DATE OF REQUEST: _____

ADDRESS: _____

CITY: _____

PHONE NUMBER: _____ EMAIL: _____

DESCRIPTION OF THE PROPERTY (please include tax identification numbers(s) and any current or expected acquisition costs – be as specific as possible and attach additional pages, if needed):

ESTIMATED START AND COMPLETION DATE FOR DEVELOPMENT:

DESCRIPTION OF DEVELOPMENT (please include a good faith estimate of expected costs, be as specific as possible and attach additional pages, if needed):

JOB CREATION (please include good faith effort of jobs created (full- and part-time) and expected dates of implementation):

ESTIMATES AS TO THE BENEFITS TO THE CITY FROM THE DEVELOPMENT (may include, but not limited to business license fees, property taxes, improvements to City-owned infrastructure or utilities – be as specific as possible and attach additional pages, if needed):

OTHER PERTINENT INFORMATION (please attach additional pages, if needed):

I, the undersigned, submit the above information to the City and certify that, to the best of my knowledge, the information supplied hereinabove is factually correct and contains no material misstatements or other misrepresentations. Additionally, I affirm and certify that, based on the acquisition costs of the property described above, the costs of the proposed improvements and the expected jobs to be created or retained, the development shall meet or exceed the Minimum Investment requirements in Sec. 17-34(a)(4) of the Economic Development Incentive Program.

SIGNATURE: _____ DATE: _____

FOR CITY USE ONLY

DEPARTMENT SUBJECT TO REQUEST: _____ RECEIVED BY: _____

REQUEST ASSIGNED TO: _____ DATE OF COMPLETION: _____

DATE OF ASSIGNMENT: _____ DATE RESPONSE DUE: _____

April 26th City Council Special Meeting/Workshop
Below are **draft** excerpts of the minutes

6. ECONOMIC INCENTIVES AMENDMENT

Mr. Smith and Mrs. Gloria Tinubu have reviewed the City's ordinance for economic development incentives. Mr. Smith said one proposed amendment will be discussed tonight. After the presentation, he would like to know if Council would entertain legislatively a change to one aspect to the incentive area. Mrs. Tinubu said the economic development incentive program passed in December 2016 focused on three commercial areas: core commercial, intermediate commercial and general commercial. Only Planned Developments created after the ordinance was passed, were included. Staff would like to change that. The only proposed amendment to the current ordinance presented tonight is to remove 'so zoned after the enactment of this article.' The original ordinance did not have an Exhibit A. Matt Millwood, the City's GIS/Planner, has created Exhibit A which defines all three commercial areas and the Planned Development area. An application form to request incentives was also created and is attached. A draft of the proposed changes was provided to Council. Mr. Smith said with Council's agreement this can be put on the agenda for first reading next time. There was no objection. Mrs. Tinubu provided Council a document from the Municipal Association titled *Municipal Economic Development Incentives*. She noted the 2011 Comprehensive Plan created a priority zone and provided a handout. Mr. Smith said there is also an opportunity zone, a federal program.

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2608)**

Meeting: 09/20/18 05:30 AM
Department: Police Department
Category: Report
Prepared By: Johnnie Deas
Initiator: Kelvin Waites
Sponsors:
DOC ID: 2608

GPD August 2018 Monthly Report

MAYOR
BRENDON M. BARBER, SR.

POLICE CHIEF
KELVIN A. WAITES



City of Georgetown

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

September 10, 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 August 2018:

On August 4th the Georgetown Police Department worked the Glow & Go 5k run. There were no issues or concerns with this special event.

On August 7th the Georgetown Police Department hosted its 2nd Annual National Night Out event. National Night Out is a national event geared towards bringing law enforcement and the communities that they serve together. We had a safe evening of fellowship, food and fun. We thank Mayor and Council, along with our community partners for making it a successful event.

On August 8th Chief Waites attended the monthly Chief's Meeting of the 15th Judicial Circuit, which was held at Coastal Carolina University. At this meeting Chief Waites spoke about the upcoming Pathways 2 Possibilities event at the Myrtle Beach Convention Center on October 24-25 2018. Chief Waites is the law enforcement coordinator for the law enforcement showcase at the event.

On August 14th Chief Waites attended a Board of Directors meeting at the Salvation Army of Georgetown & Williamsburg counties.

On August 14th the Georgetown Police Department held a camp recap meeting for the children that we sent to camp this past summer. We brought the parents as well of the children in to discuss their camp experience.

Honorable Mayor and City Council Members
September 10, 2018
Page Two

On August 19th members of the Georgetown Police Department acted as Pall Bearers at the funeral of Larry Plogman, who was a long time Reserve Police Officer at the department. The funeral was held at Rosehill Baptist Church.

On August 20th Chief Waites attended a Public Safety and Security Drone presentation at the Emergency Operations Center.

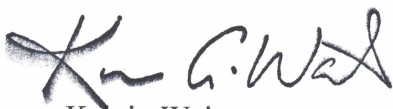
As scheduled Michelle Schoenfeld started work at the Georgetown Police Department on August 20th as a patrol officer. She comes to us as a certified law enforcement officer from the Georgetown County Sheriff's Office.

During the month of August 2018 the Georgetown Police Department took four older model Crown Victoria off line and prepared them for sale.

We currently have one Officer in training at the Criminal Justice Academy. Officer Clayton Johnson is in his fourth week at the academy.

On August 28th Chief Waites and staff attended a meeting at the Georgetown County Courthouse regarding mental health issues in our community. This meeting was hosted by Judge Boan to discuss what agencies can do to help with mental health challenges in Georgetown County.

Sincerely,



Kelvin Waites
Chief of Police

KW: pc

Attachments

Attachment: GPD August 2018 Monthly Report09172018 (2608 : GPD August 2018 Monthly Report)

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				

TOTAL ARRESTS

485

CRIMINAL INCIDENTS

DOMESTIC INCIDENTS

139	137	113	119	128	164	125	111					
2	2	3	3	7	2	4	6					
141	139	116	122	135	166	129	117	0	0	0	0	0

TOTALS

TOTAL INCIDENTS

1,065

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					262
OTHER TRAFFIC CITATIONS	122	90	117	80	82	70	84	89					734
WARNING - SPEEDING	96	92	154	133	81	86	95	98					835
WARNING - OTHER	161	93	139	112	90	53	62	107					817
PARKING CITATIONS	1	0	0	10	1	3	11	2					28
TOTALS	434	312	473	375	274	226	268	314	0	0	0	0	2,676

TOTAL CITATIONS **2,676**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
STATE ACCIDENTS	47	32	34	43	37	58	40	35					326
PARKING LOT ACCIDENTS	6	7	12	12	10	12	12	16					87
TOTALS	53	39	46	55	47	70	52	51	0	0	0	0	413

TOTAL ACCIDENTS **413**

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2606)**

Meeting: 09/20/18 05:30 AM

Department: Municipal Court

Category: Report

Prepared By: Cindy Owens

Initiator: Cindy Owens

Sponsors:

DOC ID: 2606

August Municipal Court Report

**Municipal Court Report
August 2018**

16.B.1

Cases Disposed

Disposition	# of Cases Disposed	Fine Amounts
Paid	37	\$6,545.50
Served Time	15	\$ 25,007.50
Scheduled Time Payment	17	\$ 7,582.91
NRVC	14	\$ 3,348.00
Sealed Sentence	14	\$ 10,632.50
Parking Tickets Paid	1	\$ 75.00
Nolle Prosequi/Dismissed/ Not Guilty	50	
Transferred to General Sessions Court	25	
Voided	5	
Fine Suspended	0	
Total	178	\$53,191.41
 Actual fine revenue collected in June		 \$18,863.31
Bond hearings held		28
Warrants Prepared		80
Payments posted		75
Tickets entered		140
Expungements processed		15
Cases Filed & scheduled for court		190
Juror notices prepared		175

Attachment: August Municipal Court Report (2606 : August Municipal Court Report)

Municipal Court Report August 2018

16.B.1

Throughout the month of August 54 defendants were seen in bond court with a total of 84 charges.

Roberta Linen attended the SC Court Administration Assoc. Annual Meeting in Hilton Head. Topics for training were: Courtroom Security, Victim Service Provider, SC Court Administration updates, DMV updates, Setoff Debt Collection Program updates.

Jury trials are scheduled for September 24 - 28.

Attachment: August Municipal Court Report (2606 : August Municipal Court Report)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2600)**

Meeting: 09/20/18 05:30 AM

Department: Fire Department

Category: Report

Prepared By: Amy Skidmore

Initiator: Charles W. Cribb

Sponsors:

DOC ID: 2600

August 2018 Fire Report

The FIRE Report

A monthly report of Fire Department activities to City Council

September
2018



Fire Prevention Bureau

2018

August

Inspections	77
Violations Found	37
Buildings without Violations	29
Buildings Cleared of Violations	25
Violations Corrected	40
Violations Not Corrected	6
3rd Party Inspection Review	0
Assemblies Inspected:	23
Business Inspected:	30
Educational Buildings Inspected:	0
Hazardous Buildings Inspected:	3
Factories Inspected:	0
Institutional Inspected:	2
Mercantile Inspected:	13
Residential Inspected:	5
Storage Buildings Inspected:	0
Construction Meetings:	0
Plans Review:	2
Test Conducted:	0
Compliance Issues:	0
Complaints Reviewed:	0
Business License:	4
Citation Issued:	0

Public Education

Programs	6
Participants	703

Suppression Division

A Brief Look at Emergency Responses

August 2018

1. Eight Medical Calls; One MVA
2. Three Medical Calls; One Detector Activation; One MVA; Two Public Service Calls
3. Five Medical Calls; One Gas Leak; One MVA; Two Public Service Calls
4. Four Medical Calls; One Scorch Burn; One Gas Leak; Two Public Service Calls
5. Five Medical Calls; One Detector Activation
6. Seven Medical Calls; One Smoke Scare; One MVA
7. Four Medical Calls; Two MVA's; Two Public Service Calls
8. Nine Medical Calls; One MVA
9. Six Medical Calls; One Detector Activation
10. Four Medical Calls; One Structure Fire; One Electrical Short; Two False Alarms; One MVA
11. Five Medical Calls; One Structure Fire; One Public Service
12. Four Medical Calls; One MVA
13. Six Medical Calls; Two MVA's
14. Four Medical Calls; One Structure Fire; Three Public Service Calls
15. Eight Medical Calls; One Public Service Call
16. Fourteen Medical Calls; One Alarm Activation; One Mutual Aid Call; Two MVA's; Two Public Service Calls
17. Five Medical Calls; One Gas Leak; One MVA; Four Public Service Calls
18. Eight Medical Calls; Four Public Service Calls
19. Four Medical Calls; One Detector Activation; One MVA
20. Three Medical Calls; One Public Service Calls
21. Six Medical Calls; One MVA; One Vehicle Fire; One False Alarm
22. Four Medical Calls; One False Alarm; Three MVA's; Three Public Service Calls
23. Nine Medical Calls; Two Power Line Down Calls; Three Public Service Calls
24. Eleven Medical Calls; One Gas Spill; One Detector Activation; Three Public Service Calls
25. Three Medical Calls; Two Detector activation; One False Alarm; One Public Service Calls
26. Eight Medical Calls; One Structure Fire; One False Alarm; One Public Service Calls
27. Six Medical Calls; One MVA; One False Alarm; One Atmospheric Monitoring; One Short Circuit; Five Public Service Calls
28. Six Medical Calls; Two MVA's; Three Public Service Calls
29. Two Medical Calls; Five Public Service Calls
30. Twelve Medical Calls; One Smoke Scare; One MVA; Eight Medical Calls
31. Nine Medical Calls; Two MVA's; Two Public Service Calls

Attachment: August 2018 (2600 : August 2018 Fire Report)



Total Call Volume	August		Year to Date	
	2018	2017	2018	2017
As defined by the National Fire Incident Report System				
Fires	7	3	47	30
Rescue Calls/EMS	218	200	1695	1538
Hazardous Conditions	25	21	242	248
Service Calls	41	43	317	301
Good Intent Calls	12	18	86	83
False Alarms	14	21	109	120
Weather/Flood	0	10	2	11
Special Incident Type	13	9	83	64
Total Calls	330	325	2581	2395

Save/Loss Analysis

	Losses	Property Values
August 2018	\$ 16,600	\$ 19,300
August 2017	\$ 3,501	\$ 110,500
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

	August	YTD
To Georgetown County Fire	1	11
To Midway Fire	2	8
To other Departments	0	0
From Georgetown County Fire	3	15
From Midway	0	5
From other Departments	0	3

	August	YTD
Staff Training Hours	675.00	7672.42

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2604)**

Meeting: 09/20/18 05:30 AM

Department: Public Works

Category: Report

Prepared By: Natrona Simmons

Initiator: Tim Chatman

Sponsors:

DOC ID: 2604

August 2018 Public Works Department Report



**AUGUST, 2018
PUBLIC WORKS DEPT.
CITY COUNCIL MONTHLY REPORT**

STREETS and GROUND MAINTENANCE

TOTAL

1. Crews assisted sanitation crews with garbage and debris collection.
2. Crews processed and completed work order requests for sidewalk, pothole repairs and road maintenance.
3. Delivery of roll out carts and cones for special events and other emergency assistance.
4. Park crews completed maintenance of all city parks and welcome sign areas.
5. Park inspections completed in all city parks.

RESIDENTIAL SANITATION

TOTAL

- | | | |
|---|--------|----------|
| 1. Yard Waste: Leaves, Grass & Straw collected: | 154.55 | Net Tons |
| 2. Brown & White Goods collected: | 185.46 | Net Tons |
| 3. Residential Solid Waste Collection: | 321.53 | Net Tons |
| 4. Recyclables Collected: | 16.65 | Net Tons |
| 5. Crews completed work orders requests of 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 # 2610)**

Meeting: 09/20/18 05:30 AM

Department: Water Utilities

Category: Report

Prepared By: Will Cook

Initiator: Will Cook

Sponsors:

DOC ID: 2610

August 2018 Water Utilities Report

AUGUST 2018 WATER UTILITIES REPORT

Water Treatment Plant

- WTP Filtered Water Total 42.974 MG
- Average Daily Flow Finished Water 1.560 MGD
- King Well 0.000 MG
- Maryville Well 8.276 MG

Wastewater Treatment Plant

- Influent Flow Total 134.834 MG
- Average Daily Influent Flow 4.349 MGD
- Effluent Flow Total 132.310 MG
- Average Daily Effluent Flow 4.268 MGD
- Rainfall Total 4.49 inches
- We have received our Draft NPDES permit and are reviewing.

Water Distribution

- Completed 75 work orders
- Repaired 36 water leaks
- Replaced 4 water meters
- Completed 147 locates

Wastewater Collection

- Completed 39 work orders
- Responded to 36 backups
- Routine line cleaning
- Completed 147 locates

Maintenance

- Completed 21 work orders
- Completed 0 work orders on pump stations throughout City
- Completed 4 work orders for the WWTP
- Completed 14 work orders for the WTP

Stormwater

- Completed 8 work orders
- Completed 147 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 # 2598)**

Meeting: 09/20/18 05:30 AM

Department: Engineering

Category: Report

Prepared By: Orlando Arteaga

Initiator: Orlando Arteaga

Sponsors:

DOC ID: 2598

August 2018 Engineering Report



**City of Georgetown
Engineering Monthly Report
August 2018**

Engineering - Orlando Arteaga, P.E.

Date: September 5, 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.

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)
- 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.



**City of Georgetown
Engineering Monthly Report
August 2018**

- Status:
Contractor mobilized on 8/21/2018.
Contractor dug pot holes and conducted utility explorations on Screven Street, Meeting Street, and Howard Street.
Contractor set up traffic controls, tree protection, milled asphalt pavement and began installation of 6-in. water main on Screven Street.

This project will be financed by the State Revolving Fund (SRF). SRF has conditionally approved construction loan and issued permits.

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 to this site during the month of August.

4. West End Sewer Rehabilitation-Design

- Engineer: AECOM
- Design Fee: \$219,500.00
- Design Start: 10/2/2017
- Design Finish: 8/3/2018
- Design is 100% complete



**City of Georgetown
Engineering Monthly Report
August 2018**

- Bid Advertisement: August 3, 2018
- Bid Due Date: September 5, 2018
- 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.

Held pre-bid meeting on 8/16/2018 and issued Addendum no. 1 on 8/28/2018

Bids are due on September 5th.

This project will be financed by the State Revolving Fund (SRF). SRF has conditionally approved construction loan and issued permits.

**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



**City of Georgetown
Engineering Monthly Report
August 2018**

- 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 79% complete.
Progress meeting held on 8/30/2018.

Contractor installed 6-inch water main and fire hydrant on Duke Street. Water main tested for pressure and chlorinated. Waiting for SCDHEC approval.

Additional rip rap (large stones) were placed on the south side of CSX drainage trench to prevent washouts due to heavy rains. CSX consultant has inspected the work, signed off and approved the work. Amen!

Contractor continued to work on 60-in. storm drain pipe along the north side of Highmarket Street. Contractor installed MH 3 and Catch basins CB-15 at corner of Highmarket and Lynch Streets, contractor installed partial MH4 on Lynch Street, An offset on the 8-in water main across the new 60-in SD pipe on Lynch Street was required due to a conflict. City forces performed the installation of the offset 8-in pipe and installed two new 8-in. valves on Highmarket Street.

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 change order request received on 9/4/2018 and under review.



**City of Georgetown
Engineering Monthly Report
August 2018**

6. Storm Water Management Plan

- RFQ released on 4/4/2018.
- Proposals received on 5/9/2018.
- Consultant: WK Dickson
- Council approved Phase I study on 5/31/2018.
- Kickoff meeting held on 6/7/2018.
- Status: Problem areas identified, consultant has prepared questionnaire for city residents. Inventory of existing infrastructure has been completed.

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.
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.



**City of Georgetown
Engineering Monthly Report
August 2018**

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.

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 TBD.

10. WWTP Chlorination Building

- Engineer: WK Dickson
- Design status:
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 will be completed by Monday, 9/10

PRIVATE DEVELOPMENT PROJECTS: One- Wilds Financial on Screven Street

SCDOT ENCROACHMENT PERMITS: One (1)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2597)**

Meeting: 09/20/18 05:30 AM

Department: Housing and Community Development

Category: Report

Prepared By: Rick Martin

Initiator: Rick Martin

Sponsors:

DOC ID: 2597

August 2018 Housing & Community Development Report

**Housing & Community Development
Monthly Report
August 2018**

16.G.1

**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	7
Stop Work	2
Re-Inspection	2
Footings	5
Rough Inspections	14
Electrical	13
Mobile Home	1
On-site	21
CO	2
TRC	0
Plan Review & Sign	2
City Alarm System	3
Total	71

Meetings: ARB 1 Item, BZA 1 Item; KGB 1 meeting; CBA- no meeting, CAB- 0 meeting, PC-1

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 have had 2 new inquiries as well for a new commercial building, that is in the planning stages;
- We have 2 restaurants that should be finished in August, as well as a bakery on Front Street;
- We are working with the developer for the 128 apartments that are going to be constructed behind our current location;
- We are looking at some additional annexation with the possibility of 2 new businesses in the very near future;
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 will begin classes in September to begin the process of becoming LLR certified as an inspector;
- Matt is working with all departments as well as Planning and Zoning as well as helping with our zoning and planning;

Attachment: August 2018 Monthly Report (2597 : August 2018 H&CD Report)

- Our office is currently working on removing records from 120 N. Fraser St. and relocating them to the old Fire Station on South Island Rd. in Maryville;
- We did have one annexation to occur in the City and are waiting on another small one soon;
- 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	32
Total Letters Issued for Neglect of Structures	0
Total Letters Issued for Yard Debris/Solid Waste/Construction Debris/Inoperable Vehicles/Electronic Devices	2
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	2
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	23
Permits	
Total Letters Issued for Encroachments	0
Total Referrals to Electric – Tree Crew	1

Administrative Assistant II Debra Grant

Board & Commissions:

ARB:

1. 334 Orange Street requested the approval for alterations (Old Business)
2. 416 Highmarket Street requested the approval for a new fence.
3. 112 St. James Street requested the approval for new construction.
4. 1019 Duke Street requested the approval for alterations.

ARB (On-Site):

None

BZA:

None

Planning Commission:

1. Consider and recommend amendments to Chapter 17, Article IV, of the Code of Ordinance.
2. Consider the annexation of approximately 0.23 acre from the county into the City.
3. Consider and recommend the rezoning of approximately 0.23 acre off South Fraser St. to go from R-1 to GC.

CAB (Community Appearance Board):

None

CBA (Construction Board of Appeals):

None

TRC:

None

FOIA:

None

Permit Valuation Report:

Commercial Addition	0
Commercial Alteration	0
Commercial Electric	2
Commercial Gas	0
Commercial Mechanical	3
Commercial New Build	1
Commercial Plumbing	1
Commercial Roofing	0
Demolition	1
Mobile Home	0
Residential Addition	0
Residential Alteration	8
Residential Electrical	7
Residential Gas	1
Residential Mechanical	1
Residential New Build	1
Residential Plumbing	1
Residential Roofing	3

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 to pack and move files from the old City Hall building

Community Planner/GIS Technician
Matt Millwood

- Investigate, research, and continue to work with Mr. Singleton on trying to get his two properties in the West End to come into compliance with zoning after he brought in multiple modular units without permit. An official Letter of Denial for a building permit was sent to him on 8/28/18 for the 2002 Winyah Street property.
- Sign Permits: Graham's Landing, Medicine Shoppe & Gifts, Stark Exterminators, Indigo Bakery, ECIG Charleston, and Wally's Fun Park.
- Temporary Sign Permits: Swamp Fox Players event boards, Wally's Fun Park, Upward Soccer, Knights of Columbus Soccer, Winyah Dermatology, & Graham's Landing.
- Review and draft ordinance for the Economic Development Incentive Program. Only made a few minor changes like the minimum investment.
- Continued to pack up old City Hall files and move them to storage. Now in boxes instead of file cabinets, it makes finding old files much more difficult.
- Large format plotter blew up and is out of commission. Looking to replace the 11 year old piece of equipment with a new HP Designjet printer.
- Continue to help Mr. Gaiser with his HMGP grant application. FEMA asked for more info on the proposed elevation project and its foundation.
- Drafted five zoning compliance letters for property around town trying to get them to meet current zoning codes.
- Plat approvals for 406 Queen St, 221 Cannon St, 2922 Mayer St, & 12 Meeting St.
- Updated the water lines on Huger St and Stormwater infrastructure on Wigfall St around the hospital to the GIS database.
- Organized and held Program for Public Information (PPI) committee meeting for the floodplain management program CRS. We are required to hold an annual meeting to update the PPI documents. This is a multijurisdictional project with the County and Pawleys Island.
- Off three days on vacation this month.

Keep Georgetown Beautiful Monthly Report

- Coordinated and assisted with set up of Movies in the Park.
- Placed and replaced alligator signs on Harborwalk.
- Attended Active Shooter Training.
- Obtained trash can quotes for grant.
- Helped with moving preparations from City Hall as well as packed, moved, assisted with items in City Hall.
- Marked targeted roadways near shopping centers and schools for upcoming trash can placement
- Assisted in coordinating Police Night out for the Housing & Community Development as well as attend and set up, break down and assist children with game.
- Began planning and organizing the upcoming Riversweep to be held on September 22 at East Bay Park Boat Landing.
- Met at Kaminski House with group concerning the placement of lighting in trees as well as a Christmas light show.
- Continued working on finalizing the installment of a new bench and water fountain near the East Bay Park restrooms.
- Went and observed and or investigated Code Enforcement complaints and or visited with people concerning complaints.
- Made phone calls concerning code violations.
- Sent violation letters for overgrown lots, debris, unsafe structure, etc.
- Rode city and Corridors to check for code violations.
- Various other duties as related to Keep Georgetown Beautiful and Housing & Community Development.

FRIENDS OF THE KAMINSKI HOUSE REPORT – August 2018

August has been a quiet month at the museum this year. Tour visitors were down about 30% from last year, but they came from 27 different states and three foreign countries (Russia, Belgium, and Canada).

August was a month for research and planning at the museum. The staff spent a lot of time working on plans for the annual Christmas Showcase displays and in researching possible grants for the climate control project. Time was also spent researching solutions and getting quotes for companies to repair the waterfront deck along the Sampit River.

Time was also spent planning out possible maintenance projects for the Kaminski House.

The museum shop acquired a number of new items and researched local craftspeople to supply the shop inventory.

Volunteers continue to play a vital role in the daily operation of the Kaminski House Museum. In August our volunteers worked more than 113 hours giving tours, working in the museum shop, helping in the offices, and working in the garden.

Robin Gabriel, Executive Director

Building Inspector/Code Enforcement Ryan Call

- During the month of August I have continued working on updating the 2018 list of dilapidated structures in the city;
- 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 inspections;
- I have attended multiple meetings on various subjects;
- I will be attending class in Columbia Sep. 17-20.

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2614)**

Meeting: 09/20/18 05:30 AM

Department: Finance

Category: Report

Prepared By: Debra Bivens

Initiator: Debra Bivens

Sponsors:

DOC ID: 2614

August 2018 Finance and IT Departments Report

August 2018 Finance and IT Departments Report

Statistics:

New Business Licenses Issued: Los Arrieros Restaurant, Grahams Landing on Front, Headquarters Smoke and Vape, Wally's Fun Park, Prince Street Associates Inc., United Services of Maryland Inc.

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 in order to be prepared for the auditors' field work in October and complete FY2018 Financial Statements.

State Revolving Fund Loans: We have gathered and provided all of the required financial information for the two (2) SRF Loans. The projected closing date is mid-October.

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

Attached are the Budget Performance Reports for August 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	1,622,257.75	721,917.34	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	249,092.56	43,992.44	#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	
6	SC Muni Insurance Trust	2018 Fire Equipment	2,000.00	2,000.00	2,953.17	1,046.83	-	
<u>OTHER GRANTS</u>								
7	Palmetto Pride	Keep South Carolina Beautiful 2018	7,821.00	-	3,401.74	4,419.26	-	
TOTAL			<u>1,787,948.12</u>	<u>1,887,572.62</u>	<u>2,048,157.87</u>	<u>1,627,362.87</u>		

CITY OF GEORGETOWN

SALE OF ASSETS - FY 2018/2019

Account #0010-00-391-001

G/L Date	Gov Deal #	Asset #	Dept.	Description	Amount	Sales Tax	Total Proceeds	GovDeals Fee	Notations
-				No Activity	-	-	-	-	
				Total July	-	-	-	-	
-	457	-	Finance	Server Strips (Qty. 8)	-	-	-	-	reauction
-	470	-	Finance	Four Dell PowerEdge 1850 Server	-	-	-	-	reauction
-	474	-	Finance	Two HP Proliant DL 360 G5/G6 Server	-	-	-	-	reauction
-	476	-	Finance	Five HP Proliant DL 380 G7 Server	-	-	-	-	reauction
-	481	-	Finance	Two HP Proliant DL 385 G7 Server	-	-	-	-	reauction
-	515	-	Finance	Lab Equipments	-	-	-	-	reauction
-	517	-	Finance	Printers (7 HP and 1 Dell)	-	-	-	-	no bid
-	518	-	Finance	Varies print cartridges	-	-	-	-	no bid
				Total August	-	-	-	-	
-	-	-					-		
				Total September	-	-	-	-	
-	-	-			-	-	-	-	
				Total October	-	-	-	-	
-	-	-			-	-	-	-	
				Total November	-	-	-	-	
-	-	-			-	-	-	-	
				Total December	-	-	-	-	
-	-	-					-		
				Total January	-	-	-	-	
-	-	-		-	-	-	-	-	
				Total February	-	-	-	-	
-	-	-					-	-	
				Total March	-	-	-	-	
-	-	-					-	-	
				Total April	-	-	-	-	
-	-	-			-	-	-	-	
				Total May	-	-	-	-	
-	-	-			-	-	-	-	
				Total June	-	-	-	-	
-	-	-			-	-	-	-	
				TOTAL PER G/L	-	-	-	-	

*As of Dec. 2016 the GovDeals Fee is included in the customers total. Therefore, the customer is responsible for the fee (Administrative Fee).



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.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	\$525.80	\$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	12,581.96	.00	25,350.53	9,649.47	72	49,005.36
	Investment Earnings Totals	\$35,000.00	\$12,581.96	\$0.00	\$25,350.53	\$9,649.47	72%	\$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	270.00	.00	853.75	4,146.25	17	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	480.00	.00	750.00	2,750.00	21	3,330.00
	Miscellaneous Totals	\$90,100.00	\$750.00	\$0.00	\$1,603.75	\$88,496.25	2%	\$2,451,792.01
	Operating Transfers In							
392.001	From Electric Fund	749,115.00	62,426.25	.00	124,852.50	624,262.50	17	1,399,999.56
392.002	From Water Fund	212,727.00	17,727.25	.00	35,454.50	177,272.50	17	.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	45,853.66	229,268.34	17	.00
392.007	From Stormwater Fund	133,161.00	11,096.75	.00	22,193.50	110,967.50	17	.00
392.009	From Hospitality Fund	108,000.00	9,000.00	.00	18,000.00	90,000.00	17	108,000.00
392.014	Transfer from debt service	100,000.00	.00	.00	.00	100,000.00	0	.00

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



16.H.4

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

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	5,145.51	14,137.30	8,084.24	53,018.46	30	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	235.00	.00	453.00	13,490.00	3	8,720.70
650.127	Electricity	29,573.00	2,743.56	.00	5,709.26	23,863.74	19	28,527.66
650.128	Water	2,754.00	182.69	.00	402.44	2,351.56	15	2,267.00
650.129	Wastewater	2,319.00	176.99	.00	359.97	1,959.03	16	2,201.72
650.130	Sanitation	2,222.00	182.46	.00	364.92	1,857.08	16	2,189.52
650.133	Stormwater	1,895.00	198.20	.00	396.40	1,498.60	21	2,378.40
650.134	Security Lights	3,774.00	309.89	.00	619.78	3,154.22	16	3,718.68
650.1271	Electricity- Sales Tax	1,287.00	110.78	.00	246.88	1,040.12	19	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	2,145.17	.00	2,991.22	32,008.78	9	38,042.90
660.145	Gasoline & Oil	56,948.00	6,605.67	.00	6,605.67	50,342.33	12	64,114.67
660.1391	Fleet Services Labor	34,000.00	2,525.73	.00	5,933.41	28,066.59	17	36,601.34
670.156	Equipment Rental/Lease	7,700.00	445.40	.00	890.80	6,809.20	12	5,668.21
682.1721	Prisoner Housing	133,000.00	3,982.50	10,000.00	3,982.50	119,017.50	11	84,855.45
685.180	Membership Dues and Fees	1,815.00	.00	.00	.00	1,815.00	0	778.33
685.182	Other Operating Expenses	15,000.00	744.95	.00	1,235.51	13,764.49	8	13,152.00
685.184	Continuing Education	5,000.00	.00	.00	.00	5,000.00	0	.00
685.186	Training	12,875.00	150.00	.00	150.00	12,725.00	1	5,853.75
685.187	Special Projects	10,975.00	.00	.00	2,368.96	8,606.04	22	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	301.57	6,723.43	4	5,178.52
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	+++	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	300.00	.00	300.00	14,250.00	2	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	1,183.72	.00	1,633.72	34,466.28	5	16,894.35

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.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	\$656.53	\$542.18	\$1,022.51	\$17,737.31	8%	\$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	\$227,977.60	\$50,670.12	\$508,674.26	\$3,060,233.62	15%	\$3,210,283.86
	Department 09 - Housing and Community Dev.							
	Personal Services							
400.101	Regular Pay	368,081.00	23,891.10	.00	46,243.35	321,837.65	13	231,867.76
401.103	Overtime	3,000.00	70.11	.00	278.59	2,721.41	9	2,289.87
405.114	FICA	21,315.00	1,748.86	.00	3,399.68	17,915.32	16	16,879.67
406.116	Retirement	37,780.00	3,559.18	.00	6,896.56	30,883.44	18	29,197.67
408.125	SCMIT Worker's Comp Ins.	2,500.00	.00	881.10	881.10	737.80	70	3,126.74
410.001	Health Claims Cost	34,697.00	3,084.94	.00	5,624.94	29,072.06	16	32,995.61
	Personal Services Totals	\$467,373.00	\$32,354.19	\$881.10	\$63,324.22	\$403,167.68	14%	\$316,357.32
	Supplies							
500.101	Supplies and Materials	3,613.00	117.67	.00	360.65	3,252.35	10	2,312.44
500.102	Equipment	3,935.00	.00	.00	2,326.23	1,608.77	59	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	\$117.67	\$0.00	\$2,686.88	\$7,091.12	27%	\$7,047.66
	Other Services & Charges							
610.111	Communications- Landline	1,500.00	69.82	.00	327.38	1,172.62	22	1,563.45
610.112	Postage	1,500.00	38.02	.00	63.70	1,436.30	4	1,044.40
610.1110	Communications- Wireless	1,500.00	162.24	.00	162.24	1,337.76	11	1,953.15
620.114	Advertising	2,041.00	50.75	.00	50.75	1,990.25	2	1,641.63
640.124	Travel Expense	763.00	389.69	.00	389.69	373.31	51	1,118.79
650.127	Electricity	3,510.00	284.59	.00	609.51	2,900.49	17	3,329.03
650.128	Water	379.00	49.41	.00	111.64	267.36	29	483.62

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
686.187	Professional Services	18,750.00	.00	.00	.00	18,750.00	0	.00
686.195	Repair/Maint Svc Contract	1,000.00	295.93	.00	295.93	704.07	30	905.77
686.1895	Employee wellness services	1,000.00	81.21	.00	81.21	918.79	8	1,281.54
Other Services & Charges Totals		\$46,720.00	\$1,683.34	\$0.00	\$3,152.76	\$43,567.24	7%	\$20,800.60
Other Objects								
795.001	IT Internal Allocations	10,520.00	447.80	.00	3,429.94	7,090.06	33	20,498.77
Other Objects Totals		\$10,520.00	\$447.80	\$0.00	\$3,429.94	\$7,090.06	33%	\$20,498.77
Department 10 - Municipal Court Totals		\$244,640.00	\$16,693.33	\$547.21	\$35,895.08	\$208,197.71	15%	\$207,771.39
Department 11 - Fire								
Personal Services								
400.101	Regular Pay	1,323,285.00	105,164.16	.00	213,686.38	1,109,598.62	16	1,262,449.15
401.103	Overtime	36,500.00	14,839.26	.00	25,035.05	11,464.95	69	111,150.41
402.111	Volunteer Employees	7,000.00	.00	.00	330.00	6,670.00	5	8,595.00
405.114	FICA	112,485.00	8,343.85	.00	16,653.21	95,831.79	15	96,253.11
406.116	Retirement	251,608.00	19,998.09	.00	40,016.23	211,591.77	16	208,127.74
408.125	SCMIT Worker's Comp Ins.	40,000.00	.00	13,921.32	13,921.32	12,157.36	70	60,779.13
410.001	Health Claims Cost	241,446.00	18,625.22	.00	37,805.38	203,640.62	16	228,634.06
410.002	Health Claim Costs-Retire	64,712.00	.00	.00	7,303.88	57,408.12	11	55,331.64
Personal Services Totals		\$2,077,036.00	\$166,970.58	\$13,921.32	\$354,751.45	\$1,708,363.23	18%	\$2,031,320.24
Supplies								
500.101	Supplies and Materials	18,000.00	2,457.42	.00	3,383.55	14,616.45	19	19,006.66
500.102	Equipment	32,600.00	51.94	.00	481.36	32,118.64	1	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	34.02	.00	71.88	28,828.12	0	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	1,519.32	.00	1,965.25	10,034.75	16	11,610.27
531.140	Haz Mat Supplies/Equipmnt	10,000.00	.00	.00	.00	10,000.00	0	4,057.58
Supplies Totals		\$113,000.00	\$4,062.70	\$0.00	\$6,266.82	\$106,733.18	6%	\$111,242.72

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
795.001	IT Internal Allocations	5,000.00	89.56	.00	685.99	4,314.01	14	4,687.58
	Other Objects Totals	\$5,000.00	\$89.56	\$0.00	\$685.99	\$4,314.01	14%	\$8,812.74
	Department 12 - Public Works Totals	\$939,692.00	\$80,235.57	\$6,251.15	\$168,205.44	\$765,235.41	19%	\$918,491.37
	Department 13 - Information Technology							
	Personal Services							
400.101	Regular Pay	80,407.00	6,779.23	.00	13,263.70	67,143.30	16	75,786.39
405.114	FICA	6,151.00	502.74	.00	982.97	5,168.03	16	5,589.42
406.116	Retirement	11,707.00	985.94	.00	1,928.97	9,778.03	16	9,566.77
408.125	SCMIT Worker's Comp Ins.	650.00	.00	222.59	222.59	204.82	68	789.90
410.001	Health Claims Cost	7,183.00	596.90	.00	1,193.80	5,989.20	17	6,982.75
	Personal Services Totals	\$106,098.00	\$8,864.81	\$222.59	\$17,592.03	\$88,283.38	17%	\$98,715.23
	Supplies							
500.101	Supplies and Materials	5,000.00	.00	.00	.00	5,000.00	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	\$0.00	\$15,500.00	0%	\$4,744.79
	Other Services & Charges							
610.111	Communications- Landline	700.00	.08	.00	71.03	628.97	10	437.01
610.112	Postage	50.00	.00	.00	.00	50.00	0	.00
610.1110	Communications- Wireless	800.00	64.08	.00	64.08	735.92	8	771.05
640.124	Travel Expense	1,000.00	.00	.00	.00	1,000.00	0	59.96
650.127	Electricity	1,755.00	142.28	.00	304.74	1,450.26	17	1,664.47
650.128	Water	189.00	24.71	.00	55.82	133.18	30	241.78
650.129	Wastewater	254.00	32.78	.00	73.84	180.16	29	322.78
650.130	Sanitation	254.00	22.44	.00	44.88	209.12	18	269.28
650.133	Stormwater	240.00	28.12	.00	56.24	183.76	23	337.44
650.134	Security Lights	548.00	45.00	.00	90.00	458.00	16	540.00
650.1271	Electricity- Sales Tax	90.00	7.15	.00	16.10	73.90	18	87.15
685.180	Membership Dues and Fees	50.00	.00	.00	.00	50.00	0	35.00
685.182	Other Operating Expenses	500.00	.00	.00	.00	500.00	0	159.96

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Fiscal Year to Date 08/31/18

Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Supplies Totals	\$17,000.00	\$1,853.05	\$0.00	\$2,915.69	\$14,084.31	17%	\$15,085.17
	Other Services & Charges							
610.111	Communications- Landline	1,500.00	64.07	.00	292.04	1,207.96	19	1,394.69
610.112	Postage	100.00	.00	.00	.00	100.00	0	81.34
610.1110	Communications- Wireless	801.00	54.08	.00	54.08	746.92	7	691.16
620.114	Advertising	200.00	.00	.00	.00	200.00	0	.00
640.124	Travel Expense	500.00	.00	.00	.00	500.00	0	101.00
650.127	Electricity	10,416.00	925.81	.00	1,950.14	8,465.86	19	10,188.63
650.128	Water	415.00	35.38	.00	70.76	344.24	17	419.19
650.129	Wastewater	548.00	46.69	.00	93.38	454.62	17	553.20
650.130	Sanitation	449.00	36.90	.00	73.80	375.20	16	442.80
650.133	Stormwater	447.00	63.41	.00	126.82	320.18	28	760.92
650.134	Security Lights	519.00	42.57	.00	85.14	433.86	16	510.84
650.1271	Electricity- Sales Tax	515.00	43.24	.00	98.73	416.27	19	515.97
660.139	Fleet Services Materials	2,500.00	217.19	.00	217.19	2,282.81	9	1,984.54
660.145	Gasoline & Oil	1,455.00	281.73	.00	281.73	1,173.27	19	1,471.41
660.1391	Fleet Services Labor	1,500.00	178.75	.00	178.75	1,321.25	12	687.50
662.140	Building Repairs	7,800.00	153.59	4,416.87	153.59	3,229.54	59	4,000.00
685.182	Other Operating Expenses	500.00	.00	.00	.00	500.00	0	461.41
685.186	Training	500.00	.00	.00	.00	500.00	0	183.13
685.1801	Subscriptions	700.00	.00	.00	.00	700.00	0	.00
686.189	Employee Medical	200.00	.00	.00	.00	200.00	0	182.00
686.195	Repair/Maint Svc Contract	6,150.00	62.50	.00	3,374.10	2,775.90	55	5,304.36
686.1895	Employee wellness services	1,000.00	54.14	.00	54.14	945.86	5	854.36
	Other Services & Charges Totals	\$38,715.00	\$2,260.05	\$4,416.87	\$7,104.39	\$27,193.74	30%	\$30,788.45
	Other Objects							
735.122	Services Billed	(227,496.00)	(14,025.06)	.00	(39,873.50)	(187,622.50)	18	(202,191.11)
795.001	IT Internal Allocations	1,000.00	.00	.00	.00	1,000.00	0	1,948.49
	Other Objects Totals	(\$226,496.00)	(\$14,025.06)	\$0.00	(\$39,873.50)	(\$186,622.50)	18%	(\$200,242.62)
	Department 14 - Fleet Services Totals	(\$1,800.00)	\$1,194.00	\$5,975.02	(\$4,362.48)	(\$3,412.54)	-90%	(\$10,291.98)

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
686.199	Internal Engineering	30,000.00	3,253.14	.00	6,161.17	23,838.83	21	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	\$31,947.25	\$51,123.51	\$186,347.59	\$382,762.90	38%	\$760,588.59
	Other Objects							
795.995	GF Cost Distribution	(263,130.00)	(21,927.50)	.00	(43,855.00)	(219,275.00)	17	(112,788.00)
	Other Objects Totals	(\$263,130.00)	(\$21,927.50)	\$0.00	(\$43,855.00)	(\$219,275.00)	17%	(\$112,788.00)
	Department 20 - General Government Totals	\$397,804.00	\$7,758.88	\$51,123.51	\$238,314.25	\$108,366.24	73%	\$679,399.20
	EXPENSE TOTALS	\$9,204,975.00	\$629,963.62	\$321,746.63	\$1,585,651.90	\$7,297,576.47	21%	\$10,584,560.51
	Fund 0010 - General Fund Totals							
	REVENUE TOTALS	9,339,095.00	198,688.75	.00	363,459.79	8,975,635.21	4%	12,714,837.93
	EXPENSE TOTALS	9,204,975.00	629,963.62	321,746.63	1,585,651.90	7,297,576.47	21%	10,584,560.51
	Fund 0010 - General Fund Totals	\$134,120.00	(\$431,274.87)	(\$321,746.63)	(\$1,222,192.11)	\$1,678,058.74		\$2,130,277.42
	Fund 0011 - Debt Service							
	REVENUE							
	Department 00 - Revenue							
	Property Taxes							
311.002	Property Taxes -Debt Mill	130,000.00	1,159.59	.00	1,159.59	128,840.41	1	137,999.25
	Property Taxes Totals	\$130,000.00	\$1,159.59	\$0.00	\$1,159.59	\$128,840.41	1%	\$137,999.25
	Department 00 - Revenue Totals	\$130,000.00	\$1,159.59	\$0.00	\$1,159.59	\$128,840.41	1%	\$137,999.25
	REVENUE TOTALS	\$130,000.00	\$1,159.59	\$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
	Other Objects							
750.124	Transfers to General Fund	100,000.00	.00	.00	.00	100,000.00	0	.00

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



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Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Department 26 - Special Projects Totals	\$656,808.00	\$4,350.00	\$34,741.77	\$4,350.00	\$617,716.23	6%	\$240,652.55
	EXPENSE TOTALS	\$656,808.00	\$4,350.00	\$34,741.77	\$4,350.00	\$617,716.23	6%	\$230,158.45
	Fund 0012 - Capital Projects Reserve Fund Totals							
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	656,808.00	4,350.00	34,741.77	4,350.00	617,716.23	6%	230,158.45
	Fund 0012 - Capital Projects Reserve Fund Totals	(\$656,808.00)	(\$4,350.00)	(\$34,741.77)	(\$4,350.00)	(\$617,716.23)		(\$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							
	REVENUE							
	Department 00 - Revenue							

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	State Shared							
318.001	Accommodations Tax	125,000.00	.00	.00	.00	125,000.00	0	146,331.07
	State Shared Totals	\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00	0%	\$146,331.07
	Investment Earnings							
361.001	Investment Earnings	500.00	.00	.00	.00	500.00	0	1,381.27
	Investment Earnings Totals	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%	\$1,381.27
	Department 00 - Revenue Totals	\$125,500.00	\$0.00	\$0.00	\$0.00	\$125,500.00	0%	\$147,712.34
	REVENUE TOTALS	\$125,500.00	\$0.00	\$0.00	\$0.00	\$125,500.00	0%	\$147,712.34
	EXPENSE							
	Department 33 - State Accommodations Tax							
	Other Services & Charges							
620.114	Advertising	500.00	.00	.00	.00	500.00	0	116.00
683.173	Tourism Related	65,000.00	.00	.00	.00	65,000.00	0	67,488.35
683.174	Tourism Advertise/Promote	30,000.00	.00	.00	.00	30,000.00	0	36,399.32
	Other Services & Charges Totals	\$95,500.00	\$0.00	\$0.00	\$0.00	\$95,500.00	0%	\$104,003.67
	Other Objects							
750.124	Transfers to General Fund	30,000.00	.00	.00	.00	30,000.00	0	31,066.56
	Other Objects Totals	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0%	\$31,066.56
	Department 33 - State Accommodations Tax Totals	\$125,500.00	\$0.00	\$0.00	\$0.00	\$125,500.00	0%	\$135,070.23
	EXPENSE TOTALS	\$125,500.00	\$0.00	\$0.00	\$0.00	\$125,500.00	0%	\$135,070.23
	Fund 0020 - State Accommodations Tax Totals							
	REVENUE TOTALS	125,500.00	.00	.00	.00	125,500.00	0%	147,712.34
	EXPENSE TOTALS	125,500.00	.00	.00	.00	125,500.00	0%	135,070.23
	Fund 0020 - State Accommodations Tax Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,642.11
	Fund 0022 - Local Hospitality/ATax							
	REVENUE							
	Department 00 - Revenue							
	Fees							
324.001	Hospitality Fee	700,000.00	59,002.14	.00	130,063.31	569,936.69	19	712,523.04

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
324.002	Accommodation Fees	200,000.00	26,513.33	.00	55,701.07	144,298.93	28	221,827.74
	Fees Totals	\$900,000.00	\$85,515.47	\$0.00	\$185,764.38	\$714,235.62	21%	\$934,350.78
	State Grants							
332.015	DBA State Grant	.00	.00	.00	.00	.00	+++	71,003.52
	State Grants Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$71,003.52
	Federal Grants							
331.000	Federal Grants	.00	.00	.00	.00	.00	+++	78,387.60
	Federal Grants Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$78,387.60
	Investment Earnings							
361.001	Investment Earnings	11,000.00	.00	.00	.00	11,000.00	0	19,489.77
	Investment Earnings Totals	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0%	\$19,489.77
	Operating Transfers In							
394.002	Transfer from fund balance	417,785.00	.00	.00	.00	417,785.00	0	.00
	Operating Transfers In Totals	\$417,785.00	\$0.00	\$0.00	\$0.00	\$417,785.00	0%	\$0.00
	Department 00 - Revenue Totals	\$1,328,785.00	\$85,515.47	\$0.00	\$185,764.38	\$1,143,020.62	14%	\$1,103,231.67
	REVENUE TOTALS	\$1,328,785.00	\$85,515.47	\$0.00	\$185,764.38	\$1,143,020.62	14%	\$1,103,231.67
	EXPENSE							
	Department 08 - Winyah Auditorium							
	Other Services & Charges							
650.127	Electricity	6,000.00	.00	.00	.00	6,000.00	0	5,618.89
	Other Services & Charges Totals	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0%	\$5,618.89
	Department 08 - Winyah Auditorium Totals	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0%	\$5,618.89
	Department 23 - Old Hospitality Fees							
	Other Services & Charges							
620.114	Advertising	200.00	.00	.00	.00	200.00	0	117.00
620.1141	Advertising- Other	500.00	.00	.00	.00	500.00	0	331.50
685.182	Other Operating Expenses	2,500.00	.00	.00	.00	2,500.00	0	1,699.12
	Other Services & Charges Totals	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00	0%	\$2,147.62
	Other Objects							
750.124	Transfers to General Fund	108,000.00	9,000.00	.00	18,000.00	90,000.00	17	108,000.00

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.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	\$108,000.00	\$9,000.00	\$0.00	\$18,000.00	\$90,000.00	17%	\$108,000.00
	Capital Outlay							
900.905	Park Improvements	120,000.00	566.80	.00	1,133.60	118,866.40	1	1,025,105.02
	Capital Outlay Totals	\$120,000.00	\$566.80	\$0.00	\$1,133.60	\$118,866.40	1%	\$1,025,105.02
	Department 23 - Old Hospitality Fees Totals	\$231,200.00	\$9,566.80	\$0.00	\$19,133.60	\$212,066.40	8%	\$1,135,252.64
	Department 24 - New Hospitality Fees							
	Personal Services							
400.101	Regular Pay	38,250.00	2,755.86	.00	2,755.86	35,494.14	7	.00
405.114	FICA	.00	200.71	.00	200.71	(200.71)	+++	.00
406.116	Retirement	.00	475.08	.00	475.08	(475.08)	+++	.00
410.001	Health Claims Cost	.00	290.50	.00	290.50	(290.50)	+++	.00
	Personal Services Totals	\$38,250.00	\$3,722.15	\$0.00	\$3,722.15	\$34,527.85	10%	\$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	250.00	12,562.50	13,714.05	197,723.45	12	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	188.51	13,699.55	8,529.41	(10,128.96)	184	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	950.00	8,550.00	2,981.40	10,268.60	53	22,631.99
	Other Services & Charges Totals	\$503,055.00	\$1,388.51	\$34,812.05	\$25,321.16	\$442,921.79	12%	\$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
	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	\$5,110.66	\$258,012.05	\$29,043.31	\$617,219.64	32%	\$428,559.31
	Department 29 - Kaminski House							

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
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	162.18	.00	357.02	1,852.98	16	2,290.27
650.133	Stormwater	1,500.00	75.60	.00	151.20	1,348.80	10	1,285.20
650.1271	Electricity- Sales Tax	100.00	6.54	.00	15.06	84.94	15	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	\$244.32	\$0.00	\$38,023.28	\$149,286.72	20%	\$200,229.10
	Department 29 - Kaminski House Totals	\$187,310.00	\$244.32	\$0.00	\$38,023.28	\$149,286.72	20%	\$200,367.85
	EXPENSE TOTALS	\$1,328,785.00	\$14,921.78	\$258,012.05	\$86,200.19	\$984,572.76	26%	\$1,769,798.69
	Fund 0022 - Local Hospitality/ATax Totals							
	REVENUE TOTALS	1,328,785.00	85,515.47	.00	185,764.38	1,143,020.62	14%	1,103,231.67
	EXPENSE TOTALS	1,328,785.00	14,921.78	258,012.05	86,200.19	984,572.76	26%	1,769,798.69
	Fund 0022 - Local Hospitality/ATax Totals	\$0.00	\$70,593.69	(\$258,012.05)	\$99,564.19	\$158,447.86		(\$666,567.02)
	Fund 0030 - Electric Utility Fund							
	REVENUE							
	Department 00 - Revenue							
	Operating Revenues							
301.000	Sale Of Utilities	12,600,000.00	1,098,483.10	.00	2,264,574.34	10,335,425.66	18	11,507,071.92
301.002	New Turn Ons	5,000.00	345.00	.00	755.00	4,245.00	15	3,935.00
301.004	Security Lights	250,000.00	23,276.00	.00	51,295.00	198,705.00	21	270,364.78
301.012	Restores	60,000.00	7,155.00	.00	13,134.96	46,865.04	22	63,694.83
302.001	Penalties	125,000.00	12,470.30	.00	23,171.58	101,828.42	19	121,849.56
302.002	Pole Rental	200,000.00	5,886.73	.00	11,773.46	188,226.54	6	151,994.25
302.003	Fiber Rental	32,000.00	.00	.00	2,000.00	30,000.00	6	25,521.00
	Operating Revenues Totals	\$13,272,000.00	\$1,147,616.13	\$0.00	\$2,366,704.34	\$10,905,295.66	18%	\$12,144,431.34

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	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	9,147.48	.00	18,178.41	16,821.59	52	54,932.89
361.003	Fv Chg In Investments	.00	.00	.00	.00	.00	+++	5.39
	Investment Earnings Totals	\$35,000.00	\$9,147.48	\$0.00	\$18,178.41	\$16,821.59	52%	\$54,938.28
	Miscellaneous							
301.001	Revenue from Enugu Efficiency Program	.00	6,265.21	.00	15,289.98	(15,289.98)	+++	12,210.28
307.002	Sale Of Scrap	500.00	.00	.00	.00	500.00	0	.00
369.002	Miscellaneous Revenue	2,000.00	75.58	.00	151.16	1,848.84	8	190,442.88
369.003	Insurance Proceeds	.00	.00	.00	.00	.00	+++	13,500.00
	Miscellaneous Totals	\$2,500.00	\$6,340.79	\$0.00	\$15,441.14	(\$12,941.14)	618%	\$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	\$1,163,104.40	\$0.00	\$2,400,323.89	\$10,290,631.11	19%	\$12,652,300.99
	REVENUE TOTALS	\$12,690,955.00	\$1,163,104.40	\$0.00	\$2,400,323.89	\$10,290,631.11	19%	\$12,652,300.99
	EXPENSE							
	Department 19 - Electric							
	Personal Services							
400.101	Regular Pay	726,115.00	51,601.31	.00	108,484.03	617,630.97	15	606,375.13
401.103	Overtime	25,000.00	367.31	.00	600.28	24,399.72	2	4,410.55
401.105	On-call pay	10,400.00	800.00	.00	1,600.00	8,800.00	15	10,400.00
401.106	Contract Labor	525,000.00	60,523.10	97,452.71	87,917.80	339,629.49	35	173,494.49
401.107	Labor Billed	.00	(1,015.05)	.00	(1,015.05)	1,015.05	+++	.00
405.114	FICA	49,686.00	3,831.87	.00	8,060.22	41,625.78	16	44,695.58
406.116	Retirement	94,566.00	7,631.37	.00	16,022.66	78,543.34	17	77,213.14
408.125	SCMIT Worker's Comp Ins.	40,000.00	.00	15,498.02	15,498.02	9,003.96	77	55,150.63
410.001	Health Claims Cost	92,732.00	6,971.82	.00	13,943.64	78,788.36	15	89,898.40

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
650.128	Water	1,358.00	122.33	.00	252.67	1,105.33	19	1,340.92
650.129	Wastewater	1,880.00	168.90	.00	348.15	1,531.85	19	1,860.80
650.130	Sanitation	2,054.00	168.66	.00	337.32	1,716.68	16	2,023.92
650.133	Stormwater	1,006.00	123.02	.00	246.04	759.96	24	1,476.24
650.134	Security Lights	10,341.00	849.00	.00	1,698.00	8,643.00	16	10,188.00
650.1271	Electricity- Sales Tax	27,068.00	159.30	.00	241.04	26,826.96	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	1,458.74	.00	5,607.87	10,392.13	35	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	2,428.08	.00	2,428.08	15,971.92	13	22,074.57
660.1391	Fleet Services Labor	20,500.00	981.47	.00	3,135.19	17,364.81	15	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	272.82	.00	443.85	3,356.15	12	2,511.21
670.157	Equipment Lease	.00	.00	.00	.00	.00	+++	314,313.54
682.170	Infrared Test	800.00	.00	.00	.00	800.00	0	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	996.66	.00	1,857.90	12,142.10	13	10,122.41
685.180	Membership Dues and Fees	18,015.00	1,512.90	.00	9,499.11	8,515.89	53	15,824.73
685.182	Other Operating Expenses	25,000.00	2,300.42	.00	4,980.73	20,019.27	20	34,390.20
685.183	Depreciation	600,000.00	33,301.32	.00	66,581.70	533,418.30	11	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	1,013.05	.00	1,013.05	486.95	68	1,838.90
685.1801	Subscriptions	40.00	.00	.00	.00	40.00	0	37.50
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	+++	4,740.72
686.186	Legal Services	2,000.00	.00	.00	.00	2,000.00	0	.00
686.187	Professional Services	11,700.00	1,116.29	.00	1,348.87	10,351.13	12	8,374.56

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
	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	4,423.11	.00	8,789.92	6,210.08	59	38,201.79
	Investment Earnings Totals	\$15,000.00	\$4,423.11	\$0.00	\$8,789.92	\$6,210.08	59%	\$38,201.79
	Miscellaneous							
369.002	Miscellaneous Revenue	5,000.00	(163.10)	.00	1,381.60	3,618.40	28	12,867.03
	Miscellaneous Totals	\$5,000.00	(\$163.10)	\$0.00	\$1,381.60	\$3,618.40	28%	\$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	\$199,774.34	\$0.00	\$400,655.12	\$2,363,839.88	14%	\$2,821,542.16
	REVENUE TOTALS	\$2,764,495.00	\$199,774.34	\$0.00	\$400,655.12	\$2,363,839.88	14%	\$2,821,542.16
	EXPENSE							
	Department 15 - Water Distribution							
	Personal Services							
400.101	Regular Pay	161,013.00	16,669.55	.00	32,983.83	128,029.17	20	158,229.55
401.103	Overtime	12,000.00	1,922.92	.00	2,411.26	9,588.74	20	10,755.29
401.105	On-call pay	5,200.00	400.00	.00	800.00	4,400.00	15	5,200.00
405.114	FICA	13,694.00	1,325.73	.00	2,570.72	11,123.28	19	12,620.60

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
540.152	Raw Water Pump Maint.	26,000.00	4,775.31	.00	10,167.32	15,832.68	39	32,714.79
540.157	Treated Water Purchase	500.00	6.50	.00	13.00	487.00	3	78.00
	Supplies Totals	\$302,537.00	\$43,476.35	\$80,825.88	\$75,190.69	\$146,520.43	52%	\$315,811.29
	Other Services & Charges							
515.129	Permit Fees Due To Others	22,000.00	1,000.00	.00	20,639.00	1,361.00	94	20,665.00
600.110	SCMIRF Property/Liab Ins	14,400.00	.00	.00	7,359.35	7,040.65	51	14,402.01
610.111	Communications- Landline	1,200.00	91.32	.00	183.20	1,016.80	15	1,097.94
610.112	Postage	2,000.00	11.63	.00	11.63	1,988.37	1	83.97
610.1110	Communications- Wireless	420.00	34.05	.00	34.05	385.95	8	410.63
620.114	Advertising	1,000.00	58.00	.00	58.00	942.00	6	1,068.61
640.124	Travel Expense	895.00	39.00	.00	39.00	856.00	4	343.24
650.127	Electricity	87,102.00	5,892.83	.00	12,850.24	74,251.76	15	83,645.39
650.130	Sanitation	950.00	75.20	.00	150.40	799.60	16	941.73
650.133	Stormwater	1,129.00	179.55	.00	359.10	769.90	32	2,154.60
650.134	Security Lights	1,608.00	132.00	.00	264.00	1,344.00	16	1,584.00
650.1271	Electricity- Sales Tax	115.00	7.11	.00	16.47	98.53	14	101.89
660.133	Repairs & Maint. Services	34,000.00	1,079.59	3,198.72	1,574.59	29,226.69	14	53,230.77
660.139	Fleet Services Materials	2,000.00	.00	.00	116.23	1,883.77	6	2,874.61
660.145	Gasoline & Oil	1,200.00	261.51	.00	261.51	938.49	22	1,452.17
660.1391	Fleet Services Labor	2,500.00	50.22	.00	305.81	2,194.19	12	2,790.64
662.140	Building Repairs	4,900.00	.00	4,897.80	.00	2.20	100	.00
664.101	Community Education	500.00	.00	.00	.00	500.00	0	.00
670.156	Equipment Rental/Lease	300.00	.00	.00	.00	300.00	0	.00
685.180	Membership Dues and Fees	475.00	.00	.00	70.00	405.00	15	470.00
685.182	Other Operating Expenses	1,500.00	.00	.00	.00	1,500.00	0	186.40
685.183	Depreciation	315,000.00	22,675.42	.00	45,350.98	269,649.02	14	294,613.10
685.186	Training	1,960.00	330.00	.00	425.00	1,535.00	22	4,913.81
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	++	62.28
686.187	Professional Services	50,920.00	590.00	.00	635.00	50,285.00	1	7,754.61
686.189	Employee Medical	220.00	.00	.00	.00	220.00	0	171.00

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Fiscal Year to Date 08/31/18

Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
686.1895	Employee wellness services	1,800.00	54.14	.00	54.14	1,745.86	3	854.36
	Other Services & Charges Totals	\$65,892.00	\$2,116.98	\$0.00	\$21,509.21	\$44,382.79	33%	\$62,497.08
	Other Objects							
795.001	IT Internal Allocations	120,250.00	2,597.25	.00	19,893.68	100,356.32	17	92,071.04
	Other Objects Totals	\$120,250.00	\$2,597.25	\$0.00	\$19,893.68	\$100,356.32	17%	\$92,071.04
	Inter-Dept. Allocations							
795.999	Allocation G&A Services	(359,154.00)	(17,391.14)	.00	(66,760.89)	(292,393.11)	19	(295,920.54)
	Inter-Dept. Allocations Totals	(\$359,154.00)	(\$17,391.14)	\$0.00	(\$66,760.89)	(\$292,393.11)	19%	(\$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	.00	.00	20,000.00	0	.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	\$0.00	\$0.00	\$0.00	+++	\$0.00
	Department 41 - General & Administrative Totals	\$0.00	\$557.73	\$844.00	\$2,069.11	(\$2,913.11)	+++	\$15,333.94
	Department 42 - Engineering Services							
	Personal Services							
400.101	Regular Pay	132,850.00	11,323.99	.00	22,156.15	110,693.85	17	126,978.13
405.114	FICA	10,200.00	810.64	.00	1,583.66	8,616.34	16	8,996.64
406.116	Retirement	19,425.00	1,641.48	.00	3,211.35	16,213.65	17	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	2,678.92	13,434.08	17	15,666.85
	Personal Services Totals	\$180,588.00	\$15,115.57	\$0.00	\$29,630.08	\$150,957.92	16%	\$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
500.105	Printing and Binding	100.00	.00	.00	.00	100.00	0	.00
501.101	Uniforms and Clothing	1,000.00	95.98	.00	95.98	904.02	10	659.03
515.121	Safety Supplies	150.00	.00	.00	.00	150.00	0	209.71

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



16.H.4

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

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16.H.4

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Exclude Rollup Account

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
703.109	Agents Fee	5,800.00	1,612.50	.00	1,612.50	4,187.50	28	5,550.00
750.124	Transfers to General Fund	110,050.00	9,170.83	.00	18,341.66	91,708.34	17	.00
795.995	GF Cost Distribution	53,200.00	4,433.33	.00	8,866.66	44,333.34	17	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	\$32,407.40	\$0.00	\$63,202.30	\$311,347.70	17%	\$266,819.27
	Inter-Dept. Allocations							
795.999	Allocation G&A Services	84,100.00	4,347.79	.00	16,690.23	67,409.77	20	73,980.15
	Inter-Dept. Allocations Totals	\$84,100.00	\$4,347.79	\$0.00	\$16,690.23	\$67,409.77	20%	\$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	6,763.00	.00	1,737.00	80	8,178.00
900.3900	Wastewater Treatment Plnt	1,567,500.00	.00	7,500.00	550.00	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)	.00	.00	(550.00)	(1,592,450.00)	0	(591,296.23)
	Capital Outlay Totals	\$0.00	\$0.00	\$14,263.00	\$0.00	(\$14,263.00)	+++	\$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	59,752.35	.00	119,504.50	507,909.50	19	629,129.88
	Other Services & Charges Totals	\$627,414.00	\$59,752.35	\$0.00	\$119,504.50	\$507,909.50	19%	\$629,129.88
	Sub Department 17 - Wastewater Treatment Totals	\$632,414.00	\$59,752.35	\$0.00	\$119,504.50	\$512,909.50	19%	\$629,129.88
	Department 34 - Regional Wastewater Plant Totals	\$2,433,221.00	\$196,829.55	\$115,247.45	\$407,903.45	\$1,910,070.10	22%	\$2,312,790.90
	EXPENSE TOTALS	\$3,732,560.00	\$312,481.15	\$112,365.28	\$654,552.39	\$2,965,642.33	21%	\$3,369,300.57
	Fund 0032 - Wastewater Fund Totals							
	REVENUE TOTALS	3,732,560.00	223,363.90	.00	510,609.07	3,221,950.93	14%	3,482,333.90
	EXPENSE TOTALS	3,732,560.00	312,481.15	112,365.28	654,552.39	2,965,642.33	21%	3,369,300.57

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.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		\$0.00	(\$89,117.25)	(\$112,365.28)	(\$143,943.32)	\$256,308.60		\$113,033.33
Fund 0033 - Stormwater Utility Fund								
REVENUE								
Department 00 - Revenue								
Operating Revenues								
301.000	Sale Of Utilities	750,000.00	73,220.00	.00	145,950.63	604,049.37	19	863,515.33
302.001	Penalties	6,000.00	686.80	.00	1,546.99	4,453.01	26	9,273.97
	Operating Revenues Totals	\$756,000.00	\$73,906.80	\$0.00	\$147,497.62	\$608,502.38	20%	\$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	\$73,906.80	\$0.00	\$147,497.62	\$1,191,233.38	11%	\$1,547,272.51
	REVENUE TOTALS	\$1,338,731.00	\$73,906.80	\$0.00	\$147,497.62	\$1,191,233.38	11%	\$1,547,272.51
EXPENSE								
Department 40 - Storm Water Utility Exp.								
Personal Services								
400.101	Regular Pay	186,300.00	15,936.82	.00	31,273.89	155,026.11	17	178,252.48
401.103	Overtime	6,000.00	140.47	.00	450.59	5,549.41	8	1,680.42
401.105	On-call pay	2,600.00	200.00	.00	400.00	2,200.00	15	1,900.00
405.114	FICA	14,700.00	1,125.21	.00	2,241.24	12,458.76	15	12,363.31
406.116	Retirement	27,980.00	2,359.01	.00	4,700.57	23,279.43	17	22,191.09
408.125	SCMIT Worker's Comp Ins.	12,000.00	.00	3,515.11	3,515.11	4,969.78	59	12,474.02
410.001	Health Claims Cost	46,029.00	3,826.64	.00	7,653.28	38,375.72	17	44,755.74
410.002	Health Claim Costs-Retire	21,156.00	(355.18)	.00	2,973.04	18,182.96	14	14,873.04



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
685.182	Other Operating Expenses	3,880.00	203.86	.00	431.35	3,448.65	11	3,848.26
685.183	Depreciation	453,909.00	34,547.26	.00	69,094.62	384,814.38	15	415,514.60
685.186	Training	150.00	.00	.00	.00	150.00	0	.00
686.187	Professional Services	183,610.00	17,068.34	(16,735.00)	17,068.34	183,276.66	0	10,151.20
686.189	Employee Medical	300.00	92.00	.00	92.00	208.00	31	.00
686.195	Repair/Maint Svc Contract	2,400.00	.00	.00	.00	2,400.00	0	1,372.92
686.199	Internal Engineering	33,100.00	3,253.14	.00	6,161.17	26,938.83	19	35,208.14
686.1895	Employee wellness services	2,100.00	135.34	.00	135.34	1,964.66	6	2,135.90
687.202	Utility Billing Services	2,700.00	33.70	.00	581.96	2,118.04	22	1,865.13
	Other Services & Charges Totals	\$778,806.00	\$62,971.72	(\$144,561.66)	\$236,124.90	\$687,242.76	12%	\$691,183.58
	Other Objects							
720.001	Provision for Bad Debts	1,550.00	129.17	.00	258.34	1,291.66	17	1,400.04
750.124	Transfers to General Fund	133,160.00	11,096.67	.00	22,193.34	110,966.66	17	.00
795.995	GF Cost Distribution	48,000.00	4,000.00	.00	8,000.00	40,000.00	17	42,000.00
	Other Objects Totals	\$182,710.00	\$15,225.84	\$0.00	\$30,451.68	\$152,258.32	17%	\$43,400.04
	Inter-Dept. Allocations							
795.999	Allocation G&A Services	31,350.00	1,739.10	.00	6,676.07	24,673.93	21	29,592.06
	Inter-Dept. Allocations Totals	\$31,350.00	\$1,739.10	\$0.00	\$6,676.07	\$24,673.93	21%	\$29,592.06
	Capital Outlay							
900.915	CIP Projects - Current Year	.00	.00	.00	.00	.00	+++	.00
900.1000	Infrastructure Improvemts	125,000.00	153,035.07	(148,207.72)	153,035.07	120,172.65	4	1,360,262.68
900.6000	Other Improvements	145,000.00	.00	.00	.00	145,000.00	0	.00
950.962	Drainage Improvements	45,000.00	.00	(496.12)	.00	45,496.12	-1	203,717.56
9999.9999	Assets Reclassified	(315,000.00)	(153,035.07)	.00	(153,035.07)	(161,964.93)	49	(1,563,980.24)
	Capital Outlay Totals	\$0.00	\$0.00	(\$148,703.84)	\$0.00	\$148,703.84	+++	\$0.00
	Department 40 - Storm Water Utility Exp. Totals	\$1,338,731.00	\$106,227.94	(\$283,312.49)	\$329,846.25	\$1,292,197.24	3%	\$1,075,071.03
	EXPENSE TOTALS	\$1,338,731.00	\$106,227.94	(\$283,312.49)	\$329,846.25	\$1,292,197.24	3%	\$1,075,071.03
	Fund 0033 - Stormwater Utility Fund Totals							
	REVENUE TOTALS	1,338,731.00	73,906.80	.00	147,497.62	1,191,233.38	11%	1,547,272.51

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE TOTALS		1,338,731.00	106,227.94	(283,312.49)	329,846.25	1,292,197.24	3%	1,075,071.03
Fund 0033 - Stormwater Utility Fund Totals		\$0.00	(\$32,321.14)	\$283,312.49	(\$182,348.63)	(\$100,963.86)		\$472,201.48
Fund 0035 - Waste Management Fund								
REVENUE								
Department 00 - Revenue								
Charges for Services								
344.001	Refuse Col Chge-Resident	780,000.00	65,627.79	.00	130,590.58	649,409.42	17	782,702.86
344.002	Refuse Col Chge-Comm	130,000.00	11,376.66	.00	22,517.90	107,482.10	17	132,832.70
344.003	Sanitation Fee Penalties	15,000.00	1,318.03	.00	2,708.69	12,291.31	18	15,823.80
Charges for Services Totals		\$925,000.00	\$78,322.48	\$0.00	\$155,817.17	\$769,182.83	17%	\$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	\$78,322.48	\$0.00	\$155,817.17	\$742,809.83	17%	\$938,123.52
REVENUE TOTALS		\$898,627.00	\$78,322.48	\$0.00	\$155,817.17	\$742,809.83	17%	\$938,123.52
EXPENSE								
Department 31 - Residential Sanitation								
Personal Services								
400.101	Regular Pay	245,050.00	22,023.97	.00	43,160.80	201,889.20	18	237,262.63
401.103	Overtime	20,035.00	1,425.41	.00	2,550.10	17,484.90	13	18,641.77
405.114	FICA	20,410.00	1,662.28	.00	3,251.45	17,158.55	16	18,013.00
406.116	Retirement	38,845.00	3,351.79	.00	6,564.51	32,280.49	17	31,813.55
408.125	SCMIT Worker's Comp Ins.	24,000.00	219.56	8,857.34	9,076.90	6,065.76	75	32,730.16
410.001	Health Claims Cost	46,744.00	3,531.92	.00	7,063.84	39,680.16	15	43,698.04
410.002	Health Claim Costs-Retire	15,114.00	.00	.00	2,182.00	12,932.00	14	8,626.68
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	.00
Personal Services Totals		\$415,198.00	\$32,214.93	\$8,857.34	\$73,849.60	\$332,491.06	20%	\$390,785.83

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	Supplies							
500.101	Supplies and Materials	5,000.00	432.28	.00	709.87	4,290.13	14	5,638.42
501.101	Uniforms and Clothing	19,000.00	2,004.03	.00	3,248.46	15,751.54	17	19,906.46
515.121	Safety Supplies	2,000.00	27.72	.00	89.94	1,910.06	4	656.69
	Supplies Totals	\$26,000.00	\$2,464.03	\$0.00	\$4,048.27	\$21,951.73	16%	\$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	.08	.00	23.45	176.55	12	144.03
610.112	Postage	500.00	45.37	.00	57.68	442.32	12	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	94.05	.00	200.06	939.94	18	1,123.46
650.128	Water	415.00	35.41	.00	70.82	344.18	17	419.44
650.129	Wastewater	642.00	54.78	.00	109.56	532.44	17	648.79
650.130	Sanitation	450.00	36.92	.00	73.84	376.16	16	443.04
650.133	Stormwater	212.00	4.28	.00	8.56	203.44	4	51.36
650.134	Security Lights	535.00	43.89	.00	87.78	447.22	16	526.68
650.1271	Electricity- Sales Tax	4.00	.07	.00	.17	3.83	4	3.77
660.136	Container Repairs	5,000.00	.00	.00	.00	5,000.00	0	5,708.86
660.139	Fleet Services Materials	35,000.00	2,265.75	.00	6,881.17	28,118.83	20	34,563.83
660.145	Gasoline & Oil	34,761.00	4,062.41	.00	4,062.41	30,698.59	12	38,315.61
660.1362	Roll-Out Purchases	25,000.00	9,381.00	6,709.13	9,381.00	8,909.87	64	23,401.20
660.1391	Fleet Services Labor	50,000.00	3,476.20	.00	10,772.91	39,227.09	22	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	244.64	.00	774.63	725.37	52	3,907.42
685.183	Depreciation	58,400.00	4,967.26	.00	9,934.52	48,465.48	17	58,902.44
685.190	Landfill Fees	2,000.00	26.40	.00	26.40	1,973.60	1	953.68
686.189	Employee Medical	1,800.00	.00	.00	.00	1,800.00	0	242.00
686.195	Repair/Maint Svc Contract	2,800.00	.00	.00	.00	2,800.00	0	489.37

Attachment: BudgetPerformanceReport-08312018 (2614 : August 2018 Finance and IT Departments



Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
686.1895	Employee wellness services	3,000.00	216.55	.00	216.55	2,783.45	7	3,417.47
687.202	Utility Billing Services	4,000.00	68.17	.00	1,177.98	2,822.02	29	3,775.46
687.203	Contract Services	65,000.00	5,575.41	21,033.79	10,966.21	33,000.00	49	61,978.08
	Other Services & Charges Totals	\$320,859.00	\$30,598.64	\$27,742.92	\$67,542.28	\$225,573.80	30%	\$315,261.41
	Other Objects							
720.001	Provision for Bad Debts	1,500.00	125.00	.00	250.00	1,250.00	17	1,500.00
730.120	Recycling Labor	37,000.00	2,868.58	15,631.42	2,868.58	18,500.00	50	36,641.84
730.122	Recycling Operating	5,000.00	346.38	.00	514.11	4,485.89	10	3,537.11
795.001	IT Internal Allocations	8,300.00	179.12	.00	1,371.98	6,928.02	17	5,478.15
795.995	GF Cost Distribution	84,770.00	7,064.17	.00	14,128.34	70,641.66	17	73,874.04
	Other Objects Totals	\$136,570.00	\$10,583.25	\$15,631.42	\$19,133.01	\$101,805.57	25%	\$121,031.14
	Department 31 - Residential Sanitation Totals	\$898,627.00	\$75,860.85	\$52,231.68	\$164,573.16	\$681,822.16	24%	\$853,279.95
	EXPENSE TOTALS	\$898,627.00	\$75,860.85	\$52,231.68	\$164,573.16	\$681,822.16	24%	\$853,279.95
	Fund 0035 - Waste Management Fund Totals							
	REVENUE TOTALS	898,627.00	78,322.48	.00	155,817.17	742,809.83	17%	938,123.52
	EXPENSE TOTALS	898,627.00	75,860.85	52,231.68	164,573.16	681,822.16	24%	853,279.95
	Fund 0035 - Waste Management Fund Totals	\$0.00	\$2,461.63	(\$52,231.68)	(\$8,755.99)	\$60,987.67		\$84,843.57
	Fund 0086 - Seized and Forfeited							
	REVENUE							
	Department 00 - Revenue							
	Fines and Forfeitures							
367.000	Drug Enforcement Revenue	2,000.00	.00	.00	.00	2,000.00	0	.00
	Fines and Forfeitures Totals	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$0.00
	Miscellaneous							
369.002	Miscellaneous Revenue	2,000.00	.00	.00	.00	2,000.00	0	35,300.88
	Miscellaneous Totals	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$35,300.88
	Operating Transfers In							
394.002	Transfer from fund balance	42,726.00	.00	.00	.00	42,726.00	0	.00
	Operating Transfers In Totals	\$42,726.00	\$0.00	\$0.00	\$0.00	\$42,726.00	0%	\$0.00

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Department 00 - Revenue Totals		\$46,726.00	\$0.00	\$0.00	\$0.00	\$46,726.00	0%	\$35,300.88
REVENUE TOTALS		\$46,726.00	\$0.00	\$0.00	\$0.00	\$46,726.00	0%	\$35,300.88
EXPENSE								
Department 05 - Police								
Supplies								
500.101	Supplies and Materials	250.00	.00	.00	.00	250.00	0	43.61
500.102	Equipment	2,000.00	.00	.00	.00	2,000.00	0	14,477.10
500.103	Furniture	500.00	.00	.00	.00	500.00	0	.00
501.101	Uniforms and Clothing	1,800.00	.00	.00	.00	1,800.00	0	562.24
Supplies Totals		\$4,550.00	\$0.00	\$0.00	\$0.00	\$4,550.00	0%	\$15,082.95
Other Services & Charges								
610.1110	Communications- Wireless	2,920.00	109.21	271.90	164.70	2,483.40	15	1,444.64
640.124	Travel Expense	1,200.00	225.00	.00	405.93	794.07	34	487.24
660.133	Repairs & Maint. Services	5,000.00	.00	.00	.00	5,000.00	0	.00
660.134	Radio Repairs	2,000.00	.00	.00	.00	2,000.00	0	.00
660.145	Gasoline & Oil	906.00	234.46	.00	234.46	671.54	26	2,307.63
685.180	Membership Dues and Fees	1,250.00	.00	.00	800.00	450.00	64	1,086.00
685.182	Other Operating Expenses	6,000.00	.00	.00	.00	6,000.00	0	108.18
685.186	Training	400.00	.00	.00	.00	400.00	0	4,500.00
685.191	Canine Unit Operations	10,000.00	.00	.00	.00	10,000.00	0	1,853.30
686.194	Other Prof/Tech Services	10,000.00	.00	2,000.00	2,000.00	6,000.00	40	1,500.00
Other Services & Charges Totals		\$39,676.00	\$568.67	\$2,271.90	\$3,605.09	\$33,799.01	15%	\$13,286.99
Capital Outlay								
900.4300	Other Equipment	2,500.00	.00	.00	.00	2,500.00	0	.00
Capital Outlay Totals		\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0%	\$0.00
Department 05 - Police Totals		\$46,726.00	\$568.67	\$2,271.90	\$3,605.09	\$40,849.01	13%	\$28,369.94
EXPENSE TOTALS		\$46,726.00	\$568.67	\$2,271.90	\$3,605.09	\$40,849.01	13%	\$28,369.94
Fund 0086 - Seized and Forfeited Totals								
REVENUE TOTALS		46,726.00	.00	.00	.00	46,726.00	0%	35,300.88

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Budget Performance Report

Fiscal Year to Date 08/31/18

Exclude Rollup Account

16.H.4

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
	EXPENSE TOTALS	46,726.00	568.67	2,271.90	3,605.09	40,849.01	13%	28,369.94
	Fund 0086 - Seized and Forfeited Totals	\$0.00	(\$568.67)	(\$2,271.90)	(\$3,605.09)	\$5,876.99		\$6,930.94
	Grand Totals							
	REVENUE TOTALS	32,395,474.00	2,023,835.73	.00	4,165,286.63	28,230,187.37	13%	35,592,288.13
	EXPENSE TOTALS	32,668,162.00	3,193,698.60	2,690,037.12	5,617,695.62	24,360,429.26	25%	33,200,962.22
	Grand Totals	(\$272,688.00)	(\$1,169,862.87)	(\$2,690,037.12)	(\$1,452,408.99)	\$3,869,758.11		\$2,391,325.91

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