

**REGULAR MEETING OF CITY COUNCIL
MARCH 16, 2023 – 5:30 PM
MUNICIPAL COURTROOM
2222 HIGHMARKET STREET
GEORGETOWN, SOUTH CAROLINA
AND LIVESTREAM:**



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

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

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
- 3. INVOCATION & PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENTS ON CURRENT AGENDA ITEMS**
- 5. INTRODUCTION OF NEW EMPLOYEES**
- 6. RESOLUTION**
 - A. Motion to approve a Resolution encouraging the South Carolina Governor and the General Assembly to adopt a Statewide Hate Crime Bill.**

Attachments:

 - 1 06.16.23 Hate Crime Resolution
 - B. Motion to approve a Resolution designating April 2023 as Fair Housing Month in the City of Georgetown, South Carolina.**

Attachments:

 - 1 FAIR HOUSING RESOLUTION 03-16-23
- 7. PLANNING AND COMMUNITY DEVELOPMENT**
 - A. Motion to approve first reading of an ordinance amending the City of Georgetown Flood Damage Prevention and Control ordinance in its entirety and replacing said ordinance with a newly revised ordinance.**

Attachments:

 - 1 2023.03.16 Floodplain Enabling Ordinance
 - 2 2023.03.16 Flood Ordinance Draft
 - 3 2023.03.16 Flood Ordinance redline
- 8. FINANCE**
 - A. Motion to approve second reading of an Ordinance authorizing the City of Georgetown, South Carolina to enter into an installment purchase transaction to finance the costs relating to the acquisition and equipping of a combined Public Works, Fleet, and Electric Utility Facility; Authorizing the execution and delivery of various documents relating to such transactions including the base**

lease agreement and the installment purchase and use agreement; Approving the issuance of not exceeding \$3,850,000 aggregate principal amount of installment purchase revenue bonds by the Georgetown Public Facilities Corporation; Delegating Authority to the City Administrator and City Clerk to effect such transaction and determine certain matters; Authorizing the assignment of that certain purchase and sale agreement to the Georgetown Public Facilities Corporation; Authorizing a Facilities Use Agreement for the 2023 real property and facilities; and other matters relating thereto.

Attachments:

- 1 Ordinance Authorizing IPRB (2023 Georgetown IPRB) 4894-4305-2084 v.5 (002)
- 2 Ordinance Authorizing IPRB (2023 Georgetown IPRB)

- B. Motion to approve first reading of an ordinance to amend fiscal year 2022/2023 [FY 2023] budget for the City of Georgetown, South Carolina, to prescribe purposes for which certain earmarked funds shall be expended; said funds total Three Hundred Thousand Dollars (\$300,000.00) from the \$3,500,000 Committed Funds for Capital Projects in the Fund Balance of the General Fund for the new City Hall building.**

Attachments:

- 1 Ordinance amending FY 2023 to release a portion of insurance proceeds for new City Hall

9. POLICE

- A. Motion to approve second reading of an ordinance to amend Chapter 20 Article X "City Maritime Mooring Field, Boats, and Abandoned Vessels" of the Code of Ordinances for the City of Georgetown.**

Attachments:

- 1 Ordinance to amend Chapter 20 Article X City Maritime Mooring field
- 2 Exhibit A-Mooring Abandoned Boats and Violations Proposed Ordinance
- 3 ARTICLE_X.__CITY_MARITIME_MOORING_FIELD_BOATS_AND_ABANDONED_VESSELS

10. ENGINEERING

- A. Motion to approve a contract in the amount of \$100,525 for the S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering services and to award contract to Weston & Sampson Engineers, Inc.**

Attachments:

- 1 Notice of Intent to Award
- 2 Ranking Summary
- 3 Tally
- 4 WESTON
- 5 Addendum I
- 6 Exhibit B-GIS Sewer Map S.Fraser

11. FLEET SERVICES

- A. Motion to approve purchase of vehicle for IT staff in the amount not to exceed \$35,000 from Coastal Chevrolet.**

Attachments:

1 Vehicle Quote

- B. Motion to approve purchase of a pool vehicle for city staff in the amount not to exceed \$40,000 from Coastal Chevrolet.**

Attachments:

1 Vehicle quote

12. ELECTRIC UTILITIES

- A. Motion to approve purchasing a Line Truck for the Electric Utilities Department in the amount of \$270,400.00 with FY2022-2023 Funds**

Attachments:

1 Altex Quote

2 TEREX Utilities Quote

13. ADMINISTRATION

- A. Motion to approve second reading of an ordinance to amend Chapter 2 Article III Division III "Administrator" by repealing Section 2-84 "Bond" of the Code of Ordinances for the City of Georgetown.**

Attachments:

1 Ordinance to Amend Chapter 2 Article III Division III "Administrator" By Repealing Section 2-84 "Bond"

- B. Motion to approve first reading of an ordinance amending Chapter 2, Article II, Division 2, Sections 2-30 and 2-31 of the Code of Ordinances for the City of Georgetown.**

Attachments:

1 Ch II Amendment Public Comments

- C. Motion to approve a Memorandum of Understanding between the City of Georgetown and the Georgetown County School District to memorialize certain agreements and understandings of the parties regarding the planning, funding, construction, maintenance, and operation of a planned recreational park to be located on the District's property in the City of Georgetown know as Howard School Park.**

Attachments:

1 Howard Park City GCSD MOU

14. CITY ADMINISTRATOR REPORT

15. MINUTES

- A. Motion to approve minutes of February 16 and 23, 2023 Council Meetings.**

16. OLD BUSINESS

17. NEW BUSINESS

18. DEPARTMENT MONTHLY REPORTS

A. Electric Department Monthly Report February 2023

Attachments:

1 February23report.docx

B. Engineering Monthly Report-February 2023

Attachments:

1 Engineering Monthly Report_February 2023

C. February 2023 Fire Report

Attachments:

1 February 2023 Fire Report

D. February 2023 Fleet Service Report

Attachments:

1 Fleet Services Monthly Report.FY2023

E. GPD - Monthly Report February

Attachments:

1 Monthly Report Feb23

2 2023 February Statistics

F. Human Resources/ Risk Management Monthly Report

Attachments:

1 February 2023 Human Resources-Risk Management Report

G. February 2023 Municipal Court Report

Attachments:

1 MC Monthly Report

H. Housing & Community Development

Attachments:

1 February 2023 Monthly Report Planning

I. February 2023 Public Works Department Report

Attachments:

1 Public Works Monthly Report.FY2023

J. February 2023 Water Utilities Report

Attachments:

1 Drainage Systems Inspection and Maintenance - February 2023
(PDF)

2 February 2023 Water Utilities Report

K. February 2023 Finance and IT Monthly Report

Attachments:

1 Current Project Listing 2023.02.28

2 GovDeal Report FY23 2023.02.28

3 Monthly Grant Report February 2023

4 OpenPOReport 2023.02.28

5 Budget Performance Report January 2023

6 DataMax Active Businesses February 2023

7 February 2023 Finance and IT Reports

19. EXECUTIVE SESSION

- A. Motion to adjourn Regular Meeting and enter Executive Session Pursuant to Section 30-4-70(a)(2) to discuss potential, proposed purchase of property.**
 - B. Motion to adjourn Executive Session and reconvene Regular Meeting.**
 - C. NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION.**
 - D. City Council may take action on items discussed in Executive Session.**
- 20. PUBLIC COMMENTS ON CITY SERVICES, BUSINESS, OR OTHER CITY MATTERS NOT ON THE AGENDA**
- 21. ADJOURNMENT**
 - A. Motion to adjourn the Regular Meeting of City Council.**



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

RESOLUTION

DOC ID: 3790

Council Meeting Date:	16 March 2023
Department:	Administration
Issue Under Consideration:	Motion to approve a Resolution encouraging the South Carolina Governor and the General Assembly to adopt a Statewide Hate Crime Bill.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

Sandra E. Yudice Ph.D. Completed 03/03/2023 12:45 PM

Sandra E. Yudice Ph.D. Completed 03/03/2023 12:45 PM

Stephanie Buccione Completed 03/08/2023 4:29 PM

Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 06.16.23 Hate Crime Resolution (PDF)

**MOTION TO APPROVE A RESOLUTION ENCOURAGING THE SOUTH CAROLINA
GOVERNOR AND THE GENERAL ASSEMBLY TO ADOPT A STATEWIDE HATE CRIME
BILL.**

RESOLUTION R2023-2

**CITY OF GEORGETOWN
COUNTY OF GEORGETOWN
STATE OF SOUTH CAROLINA**

**A RESOLUTION ENCOURAGING THE
SOUTH CAROLINA GOVERNOR AND THE
GENERAL ASSEMBLY TO ADOPT A
STATEWIDE HATE CRIME BILL.**

WHEREAS, South Carolina is one of only two states in the United States that does not have any law on hate crimes; and

WHEREAS, H.3005, H.3014, and H.3020 are currently being considered by the House Judiciary Committee and similar bills, S.0003 and S.0296 are currently being considered by the Senate Judiciary Committee, which would establish hate crime legislation for South Carolina; and

WHEREAS, legislation would provide penalties for a person convicted of a crime with the intent to assault, intimidate, or threaten a person because of his race, religion, color, sex, age, national origin, or sexual orientation, gender and gender identity; and

WHEREAS, in December 2022, the Federal Bureau of Investigation released Hate Crime Statistics 2021, an annual compilation of bias-motivated incidents in the United States, and hate crimes remain a concern for communities across the country; and

WHEREAS, the City of Georgetown rejects and condemns all groups and individuals whose ideologies are based on hate, violence, divisiveness, and intolerance; and

WHEREAS, we desire to promote the safe and quiet enjoyment of all residents and visitors; and

WHEREAS, the Municipal Association of South Carolina states *Because South Carolina is one of only two states that have not enacted statewide hate crimes legislation, companies are choosing not to locate in the state or host events at municipal venues, causing cities and towns to lose valuable economic development opportunities*; and

WHEREAS, we are committed to promoting a community that is unified, where people of different races, religion, sexual orientation, and ethnic backgrounds resolve together to overcome the challenges of its past and become stronger and more inclusive.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Georgetown, South Carolina, that we call upon the South Carolina Governor and the General Assembly to immediately enact a hate crime law for the State of South Carolina.

BE IT FURTHER RESOLVED that a copy of the Resolution be delivered to the Governor's Office, the House Judiciary Committee, and the Senate Judiciary Committee.

SIGNED, SEALED AND ADOPTED this 16th day of March, 2023.

ATTEST:

CAROL JAYROE
MAYOR

STEPHANIE BUCCIONE
MUNICIPAL CLERK



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

RESOLUTION

DOC ID: 3807

Council Meeting Date:	16 March 2023
Department:	Administration
Issue Under Consideration:	Motion to approve a Resolution designating April 2023 as Fair Housing Month in the City of Georgetown, South Carolina.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

Sandra E. Yudice Ph.D. Completed 03/07/2023 5:09 PM

Sandra E. Yudice Ph.D. Completed 03/07/2023 5:09 PM

Stephanie Buccione Completed 03/08/2023 4:04 PM

Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 FAIR HOUSING RESOLUTION 03-16-23 (PDF)

**MOTION TO APPROVE A RESOLUTION DESIGNATING APRIL 2023 AS FAIR HOUSING
MONTH IN THE CITY OF GEORGETOWN, SOUTH CAROLINA.**

STATE OF SOUTH CAROLINA)

FAIR HOUSING RESOLUTION

CITY OF GEORGETOWN)

WHEREAS, April 11, 2023 marks the 55th anniversary of the passage of the United States Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, and the State of South Carolina enacted the South Carolina Fair Housing Law in 1988, that both support the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status and handicap, and encourages fair housing opportunities for all citizens; and

WHEREAS, the City of Georgetown is committed, under the 2023 effort to highlight the Fair Housing Law, by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every citizen of their right to fair housing; and

WHEREAS, the City of Georgetown rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental or provision of other housing services; and

WHEREAS, the City of Georgetown desires that all its citizens be afforded the opportunity to attain decent, safe and sound living environment.

NOW THEREFORE, BE IT RESOLVED that the Georgetown City Council does hereby designate April 2023 as Fair Housing Month. and the City of Georgetown begins a year-long commemoration of the United States Fair Housing Law and urges all citizens to wholeheartedly recognize this celebration throughout the year.

APPROVED this 16th day of March 2023.

ATTEST:

CITY OF GEORGETOWN,
A Municipal Corporation

Stephanie Buccione
City Clerk

Carol Jayroe
Mayor

Attachment: FAIR HOUSING RESOLUTION 03-16-23 (3807 : Fair Housing Month Resolution)



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ORDINANCE

DOC ID: 3796

Council Meeting Date:	16 March 2023
Department:	Planning and Community Development
Issue Under Consideration:	Motion to approve an ordinance amending the City of Georgetown Flood Damage Prevention and Control ordinance in its entirety and replacing said ordinance with a newly revised ordinance.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

Debra Grant Completed 03/06/2023 9:37 AM

City Attorney Completed 03/06/2023 6:15 PM

questions submitted

Sandra E. Yudice Ph.D. Completed 03/09/2023 1:39 PM

Stephanie Buccione Completed 03/10/2023 11:51 AM

Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 2023.03.16 Floodplain Enabling Ordinance (PDF)
2. 2 2023.03.16 Flood Ordinance Draft (PDF)
3. 3 2023.03.16 Flood Ordinance redline (PDF)

**MOTION TO APPROVE AN ORDINANCE AMENDING THE CITY OF GEORGETOWN
FLOOD DAMAGE PREVENTION AND CONTROL ORDINANCE IN ITS ENTIRETY AND
REPLACING SAID ORDINANCE WITH A NEWLY REVISED ORDINANCE.**

**AN ORDINANCE AMENDING THE CITY OF GEORGETOWN FLOOD DAMAGE PREVENTION
AND CONTROL ORDINANCE IN ITS ENTIRETY AND
REPLACING SAID ORDINANCE WITH A NEWLY REVISED ORDINANCE**

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

WHEREAS, The City Council of the City of Georgetown duly adopted a Flood Prevention Ordinance, also known as Floodplain Prevention Ordinance, in accordance with state and federal law and federal flood regulations, as established by the Federal Emergency Management Agency; and

WHEREAS, The City of Georgetown recognizes the significance of floodplain designations to City and has adopted and enforces consistent building codes and zoning ordinances; and

WHEREAS, The City Council desires for staff to facilitate and remain in compliance with regulatory updates, for the benefit of property owners in the City; and

WHEREAS, The City of Georgetown has consulted with and gotten recommendations and approval for certain specific changes to the Flood Prevention Ordinance from the South Carolina designated National Flood Insurance Coordinator in the Flood Mitigation Program; and

WHEREAS, the City Council of the City of Georgetown wishes to implement the recommended changes;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, South Carolina, that the City of Georgetown Flood Damage Prevention Ordinance be deleted in its entirety and replaced with the City of Georgetown Flood Damage Prevention Ordinance, attached and incorporated.

AND FURTHER, that the revised ordinance replaces its predecessor and all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

ATTEST:

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: 2023.03.16 Floodplain Enabling Ordinance (3796 : Floodplaining Ordinance)

City of Georgetown

Flood Damage Prevention Ordinance

ARTICLE I. GENERAL Standards

- Section A Statutory Authorization
- Section B Findings of Fact
- Section C Statement of Purpose and Objectives
- Section D Lands to Which this Ordinance Applies
- Section E Establishment of Development Permit
- Section F Compliance
- Section G Interpretation
- Section H Partial Invalidity and Severability
- Section I Warning and Disclaimer of Liability
- Section J Penalties for Violation

ARTICLE II. DEFINITIONS

- Section A General

ARTICLE III. ADMINISTRATION

- Section A Designation of Local Floodplain Administrator
- Section B Adoption of Letter of Map Revisions
- Section C Development Permit and Certification Requirements
- Section D Duties and Responsibilities of the Local Administrator
- Section E Administrative Procedures

ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

- Section A General Standards
- Section B Specific Standards
 - 1 - Residential Construction
 - 2 - Non-Residential Construction
 - 3 - Manufactured Homes
 - 4 - Elevated Buildings
 - 5 - Floodways
 - 6 - Recreational Vehicles
 - 7 - Map Maintenance Activities
 - 8 - Accessory Structure
 - 9 - Swimming Pool Utility Equipment Rooms
 - 10 -Elevators
 - 11 -Fill
 - 12 -Standards for Subdivision Proposals

- Section C Standards for Streams without Base Flood Elevations
and/or Floodways
- Section D Standards for Streams with Established Base Flood Elevations
but without Floodways
- Section E Standards for Areas of Shallow Flooding (AO Zones)
- Section F Coastal High Hazard Areas (V Zones)

ARTICLE V. VARIANCE PROCEDURES

- Section A Establishment of Appeals Board
- Section B Right to Appeal
- Section C Historic Structures
- Section D Functionally Dependent Uses
- Section E Agricultural Structures
- Section F Considerations
- Section G Findings
- Section H Floodways
- Section I Conditions

ARTICLE VI. LEGAL STATUS PROVISIONS

- Section A Effect on Rights & Liabilities under the Existing Ordinance
- Section B Effect upon Outstanding Building Permits
- Section C Effective Date
- Section D Adoption Certification

Article I. GENERAL STANDARDS

A. Statutory Authorization.

Municipality: The Legislature of the State of South Carolina has in SC Code of Laws, Title 5 and Title 6, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Georgetown of Georgetown County, South Carolina does ordain as follows:

B. Findings of Fact. The Special Flood Hazard Areas of the City of Georgetown are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

C. Statement of Purpose and Objectives. It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, and habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever

possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

D. Lands to Which this Ordinance Applies. This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Georgetown as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated May 9, 2023 (5-9-2023) with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

Upon annexation any special flood hazard areas identified by FEMA in its Flood Insurance Study for the unincorporated areas of Georgetown County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

E. Establishment of Development Permit. A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

F. Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

G. Interpretation In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

H. Partial Invalidity and Severability If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

I. Warning and Disclaimer of Liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Georgetown or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

J. Penalties for Violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both. Each day the violation continues shall

be considered a separate offense. Nothing herein contained shall prevent The City of Georgetown from taking such other lawful action as is necessary to prevent or remedy any violation.

Article II. DEFINITIONS

A. General. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

1. **Accessory Structure** - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds, and the like qualify as accessory structures on farms.
2. **Addition (to an existing building)** -
An addition is an improvement that increases the square footage of a structures. These include lateral additions added to the side or rear of a structure, vertical additions added on top of a structure and enclosures added underneath a structure. NFIP regulations for new construction apply to an addition that is considered to be a substantial improvement to a structure. All decks and porches shall be considered additions.
3. **Agricultural Structure** - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are **not** exempt from the provisions of this ordinance.
4. **Appeal** - a request for a review of the local floodplain administrator's interpretation of any provision of this ordinance.
5. **Area of Shallow Flooding** - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet here a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.
6. **Area of Special Flood Hazard** - the land in the floodplain within a community subject to a one percent (1%) or greater chance of being equaled or exceeded in any given year.
7. **Base Flood** - the flood having a one percent (1%) chance of being equaled or exceeded in any given year.
8. **Basement** - means **any** enclosed area of a building that is below grade on all side.
9. **Building** - any structure built for support, shelter, or enclosure for any

occupancy or storage. (Also see *Structure*)

10. Coastal High Hazard Area - an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources.

11. Critical Development - Development that is critical to the community's public health and safety is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

12. Development - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

13. Elevated Building - a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

14. Executive Order 11988 (Floodplain Management) - Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

15. Existing Construction - means, for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date.

16. Existing Manufactured Home Park or Manufactured Home Subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 16, 1989.

17. Expansion to an Existing Manufactured Home Park or Subdivision - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

18. Flood - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

19. Flood Hazard Boundary Map (FHBM) - an official map of a community,

issued by FEMA (Federal Emergency Management Agency), where the boundaries of the areas of special flood hazard have been defined as Zone A.

20. Flood Insurance Rate Map (FIRM) - an official map of a community, on which the FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

21. Flood Insurance Study - the official report provided by the FEMA which contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

22. Flood-Resistant Material - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements* and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

23. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

24. Freeboard - a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

25. Functionally Dependent Facility - a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

26. Highest Adjacent Grade (HAG) - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

27. Historic Structure - any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior

as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories **MAY NOT** be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the **potential** for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has **individually determined** that the structure or district meets DOI historic structure criteria.

28. Increased Cost of Compliance (ICC) - applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

29. Limited Storage - an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV.F of this ordinance.

30. Lowest Adjacent Grade (LAG) - is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building, or proposed building walls.

31. Lowest Floor - the lowest floor of the lowest enclosed area (including basement). Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

32. Manufactured Home - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

33. Manufactured Home Park or Subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

34. Mean Sea Level - the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rates Maps (FIRMS) are shown.

35. National Geodetic Vertical Datum (NGVD) - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

36. North American Vertical Datum (NAVD) - Vertical control, as corrected in 1988. The datum listed as the reference datum on Flood Insurance Rate Maps should be used for Elevation Certificate and flood proofing certificate completion.

37. New Construction - structure for which the start of construction commenced on or after May 9, 2023. The term also includes any subsequent improvements to such structure.

38. New Manufactured Home Park or Subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after May 9, 2023.

39. Primary Frontal Dune - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

40. Recreational Vehicle - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

41. Repetitive Loss - a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded twenty-five percent (25%) of the market value of the building at the time of each such flood event.

42. Section 1316 of the National Flood Insurance Act of 1968 - The act provides that no new flood insurance shall be provided for any property found by FEMA to have been declared by a state or local authority to be in violation of state or local ordinances.

43. Start of Construction - for other than new construction or substantial

improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

44. Structure - a walled and roofed building, a manufactured home, including a gas or liquid storage tank, which is principally above ground.

45. Substantial Damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent (50%) of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

46. Substantial Improvement - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a) any project of improvement to a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or,
- b) any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Permits shall be cumulative for a period of five (5) years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

47. Substantially Improved Existing Manufactured Home Park or Subdivision - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

48. **Variance** - is a grant of relief from a term or terms of this ordinance.

49. **Violation** - the failure of a structure or other development to be fully compliant with these regulations.

Article III. ADMINISTRATION

A. Designation of Local Floodplain Administrator. The Certified Floodplain Administrator, or designee, is hereby appointed to administer and implement the provisions of this ordinance.

B. Adoption of Letter of Map Revisions (LOMR). All LOMRs that are issued in the areas identified in Article I Section D of this ordinance are hereby adopted.

C. Development Permit and Certification Requirements.

1. **Development Permit:** Application for a development permit shall be made to the local floodplain administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:
 - a) **A site plan** that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either Article III.D.10, The Use of Best Available Data or the Standards for Streams Without Estimated Base Flood Elevations and Floodways of Article IV.C. The site plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The site plan must show the floodway, if any, as identified by the FEMA or the floodway identified pursuant to either Article III.D.10, The Use of Best Available Data or the Standards for Streams without Estimated Base Flood Elevations and Floodways Article IV.C.
 - b) **Where base flood elevation data is provided** as set forth in Article I.D or Article III.D.10 the application for a development permit within the flood hazard area shall show:
 - (1) the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
 - (2) if the structure will be floodproofed in accordance with the Non-Residential Construction requirements of Article IV.B.2 the elevation (in relation to mean sea level) to which the structure will be floodproofed.
 - c) **Where Base Flood Elevation Data Is Not Provided.** If no base flood elevation data is provided as set forth in Article I.D or Article III.D.10,

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then the provisions in the Standards for Streams without Estimated Base Flood Elevations and Floodways of Article IV.C must be met.

d) **Alteration of Watercourse:** Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering study to demonstrate that the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and, a map showing the location of the proposed watercourse alteration or relocation.

2. Certifications

a) **Floodproofing Certification** - When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Article IV.B.2 and Article IV.E.2 (b).

b) **Certification During Construction** - A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local floodplain administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local floodplain administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a Stop-Work order for the project.

c) **V-Zone Certification** - When a structure is located in Zones V, VE, or V1-30, certification shall be provided from a registered professional engineer or architect, separate from submitted plans, that new construction or substantial improvement meets the criteria for the coastal high hazard areas outlined in Article IV.F.5.

d) **As-built Certification** - Upon completion of the development a registered professional engineer or land surveyor in accordance with SC law, shall certify according to the requirements of Article III.C.2a, 2b, and 2c that the development is built in accordance with the submitted plans and previous pre-development certifications.

D. Duties and Responsibilities of the Local Floodplain Administrator. Duties of the local floodplain administrator shall include, but not be limited to:

1. **Permit Review** - Review all development permits to assure that the requirements of this ordinance have been satisfied.
2. **Requirement of Federal and/or State Permits** – Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C.1334.
3. **Watercourse Alterations** –
 - a) Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
 - b) In addition to the notifications required watercourse alterations per Article III.D.3a, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
 - c) If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of actual construction.
 - d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements of Article III.C.2.d, the applicant shall submit as-built certification, by a registered professional

engineer, to FEMA.

4. Floodway Encroachments - Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article IV.B.5 are met.

5. Adjoining Floodplains - Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

6. Notifying Adjacent Communities - Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.

7. Certification Requirements -

- a) Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Article III.C.2.b or the coastal high hazard area requirements outlined in Article IV.F.5.
- b) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Article III.C.2.
- a.
- c) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Article IV.B.2.

A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the coastal high hazard area requirements outlined in Article IV.F.5.

8. Map Interpretation - Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

9. Prevailing Authority - Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.B.7.b.

10. Use Of Best Available Data - When base flood elevation data or floodway data has not been provided in accordance with Article I.D, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to Article IV.C.1. in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed

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using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

11. Special Flood hazard Area/Topographic Boundaries Conflict - When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site; the site information takes precedence when the lowest adjacent grade (LAG) is at or above BFE, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local floodplain administrator in the permit file will maintain a copy of the LOMA issued from FEMA.

12. On-Site Inspections - Make on-site inspections of projects in accordance with the administrative procedures outlined in Article III.E.1.

13. Administrative Notices - Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Article III.E.

14. Records Maintenance - Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.

15. Annexations and Detachments - Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six (6) months, of any annexations or detachments that include special flood hazard areas. The community must incorporate flood maps from surrounding jurisdictions into this ordinance within 90 days of date of the annexation.

16. Federally Funded Development - The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.

17. Substantial Damage Determination - Perform an assessment of damage from any origin to the structure to determine if the damage equals or exceeds fifty percent (50 %) of the market value of the structure before the damage occurred.

18. Substantial Improvement Determinations - Perform an assessment of permit applications for improvements or repairs (to include percent damaged) to be made to a building or structure equals or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five (5) years. If the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

The market values shall be determined by one of the following methods:

- a) the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed

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by a licensed appraiser at the expense of the owner within six (6) months

b) One or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. *The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less the cost of the site improvements and depreciation for functionality and obsolescence.* The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures.

c) Real Estate purchase contract within six (6) months prior to the date of the application for a permit.

d) Computed Actual Cash Value- this value is based on the average cost of construction per square foot less the depreciation value

E. Administrative Procedures.

1. **Inspections of Work in Progress:** As the work pursuant to a permit progresses, the local floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
2. **Stop-Work Orders:** Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the local floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
3. **Revocation of Permits:** The local floodplain administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked.
4. **Periodic Inspections:** The local floodplain administrator and each member of his/her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action. Inspections may be made during construction and post construction to ensure continued compliance with the NFIP.
5. **Violations to be Corrected:** When the local floodplain administrator finds

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violations of applicable state and local laws, it shall be his/her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he/she owns.

6. **Actions in Event of Failure to Take Corrective Action:** If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give him/her written notice, by certified or registered mail to his last known address or by personal service, that:

- a) the building or property is in violation of the Flood Damage Prevention Ordinance,
- b) a hearing will be held before the local floodplain administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
- c) following the hearing, the local floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

7. **Order to Take Corrective Action:** If, upon a hearing held pursuant to the notice prescribed above, the local floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he/she shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the local floodplain administrator may prescribe; provided that where the local floodplain administrator finds that there is imminent danger to life or other property, he/she may order that corrective action be taken in such lesser period as may be feasible.

8. **Appeal:** Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the local floodplain administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the local floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

9. **Failure to Comply with Order:** If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he/she shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

10. **Denial of Flood Insurance under the NFIP:** If a structure is declared in violation of this ordinance and after all other penalties are exhausted to achieve compliance with this ordinance then the local floodplain administrator shall notify FEMA to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

11. The following **documents** are incorporated by reference and may be used by the local administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

1. FEMA 55 Coastal Construction Manual
2. All FEMA Technical Bulletins
3. All FEMA Floodplain Management Bulletins
4. FEMA 348 Protecting Building Utilities from Flood Damage
5. FEMA 499 Home Builder's Guide To Coastal Construction Technical Fact Sheets

Article IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

A. General Standards. Development may not occur in the Special Flood Hazard Area (SFHA), where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

1. **Reasonably Safe from Flooding** – Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding,

2. **Anchoring** - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure,
3. **Flood Resistant Materials and Equipment** - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, available from Federal Emergency Management Agency (FEMA),
4. **Minimize Flood Damage** - All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages,
5. **Critical Development** - All new construction and substantial improvements that meet the definition of critical development shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,
6. **Utilities** - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus 2 feet (freeboard). This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building,
7. **Water Supply Systems** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,
8. **Sanitary Sewage Systems** - New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters, On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,
9. **Gas Or Liquid Storage Tanks** - All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
10. **Alteration, Repair, Reconstruction, Or Improvements** - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.
11. **Non-Conforming Buildings or Uses.** Non-conforming buildings or

uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,

12. **American with Disabilities Act (ADA).** A building must meet the specific standards for floodplain construction outlined in Article IV.B, as well as any applicable ADA requirements. **The ADA is not justification for issuing a variance or otherwise waiving these requirements.** Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

B. Specific Standards. In all areas of special flood hazard (Zones A, AE, AH, AO, A1-30, V, and VE) where base flood elevation data has been provided, as set forth in Article I.D or outlined in the Duties and Responsibilities of the Local Administrator Article III.D. the following provisions are required:

1. Residential Construction - New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 2 feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Article IV B.4.

2. Non-Residential Construction -

New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 2 feet above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Article IV B.4. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the floodproofing certification requirements in

Article III.C.2.a. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Article V.E of this ordinance. Agricultural structures not meeting the criteria of Article V.E must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved

maintenance plan with an annual exercise. The local administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.

3. Manufactured Homes.

Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than 2 feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Article IV.B.1 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated so that either:

- (1) The lowest floor of the manufactured home is elevated no lower than 2 feet above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, or
- (2) Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement or in accordance with Section 40-29 of the *South Carolina Manufactured Housing Board Regulations* and SC Regulations Secc 79-42, whichever is more restrictive. When the elevation of the chassis is above 36 inches in height an engineering certification is required.

An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within areas of special flood hazard.. This plan shall be filed with and approve by the local floodplain administrator and the local Emergency Preparedness Coordinator or local emergency manager.

4. Elevated Buildings - New construction and substantial improvements of elevated buildings that include fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding

shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. ²²

Designs for complying with this requirement must either be certified by a professional engineer or architect or meet all of the following minimum criteria:

- (1) Provide a minimum of two openings on different walls having a *total net area* of not less than one square inch for every square foot of enclosed area subject to flooding. If there are multiple enclosed areas, each area must have openings in its exterior walls.
- (2) The bottom of each opening must be no more than one (1) foot above the higher of the interior or exterior grade immediately under the opening,
- (3) Only the portions of openings that are below the base flood elevation (BFE) plus freeboard can be counted towards the required net open area. If the Lowest Adjacent Grade (LAG) is between the BFE and the freeboard, openings are still required until the LOMA has been approved.
- (4) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- (5) Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building

Hazardous Velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

Enclosures below Lowest Floor

- (1) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- (2) The interior portion of such enclosed area shall be unfinished or finished with flood resistant materials and not partitioned into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.
- (3) One wet location switch and/or outlet connected to a ground

fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Article IV.B.1, 2 and 3.

- (4) All construction materials below the required lowest floor elevation specified in the specific standards outlined in Article IV.B 1, 2, 3 and 4 should be of flood resistant materials.

5. Floodways. Located within areas of special flood hazard established in Article I.D, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:

- (1) It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator, or
- (2) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.

If Article IV.B.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.

No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Article IV B.3 and the encroachment standards of Article IV.B.5a are met.

Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

6. Recreational Vehicles

- a) A recreational vehicle is ready for highway use if it is:
 - (1) on wheels or jacking system;
 - (2) attached to the site only by quick-disconnect type utilities and security devices; and,
 - (3) has no permanently attached additions.
- b) Recreational vehicles placed on sites shall either be:
 - (1) on site for fewer than 180 consecutive days; and,
 - (2) be fully licensed and ready for highway use, or meet the development permit and certification requirements of Article III.D, general standards outlined in Article IV.A, and manufacture homes standards in Article IV.B.3 and B.4.

7. Map Maintenance Activities – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I.D accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified and shall apply to all areas of special flood hazard:

Requirement to Submit New Technical Data

- (1) For all development proposals that impact floodway/floodplain delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA as soon as practical, but no later than six (6) months of the date such information becomes available. These development proposals include, but are not limited to:
 - (a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - (b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - (c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - (d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.C.1.
 - (e) Any development that will alter the boundaries of the area of special flood hazard.
- (2) It is the responsibility of the applicant to have technical data, required in accordance with Article IV.B.7, prepared in a format

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required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.

(3) The local floodplain administrator shall require a Conditional Letter of Map Revision (CLOMR) prior to the issuance of a floodplain development permit for:

(a) Proposed floodway encroachments that increase the base flood elevation; and

(b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

(4) Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV B.7.

(5) Conditional Letter of Map Revisions (CLOMR) and/or Letters of Map Revision (LOMR) must go through the variance process outlined in Article V.

(6) The local floodplain administrator may require a Conditional Letter of Map Revision for any development that they want the impacts to be evaluated prior to issuance of a permit.

Right to Submit New Technical Data – The local floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or plan metric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

8. Accessory Structures.

A detached accessory structure or garage, the value of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 *Wet Floodproofing Requirements* or be elevated in accordance with Article IV Section B(1) and B(4) or dry floodproofed in accordance with Article IV B(2).

Mechanical, electrical and utility equipment comply with the requirements of Article IV.A.6 Article IV.A.6

When accessory structures valued at \$3,000 or less are to be placed in the floodplain, the following additional criteria shall be met:

(1) Accessory structures shall not be used for any uses other than the parking of vehicles and storage,

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- (2) Accessory structures shall be designed to have low flood damage potential,
- (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
- (4) Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure,
- (5) Service facilities such as electrical and heating equipment shall be installed in accordance with Article IV.A.5,
- (6) Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Article IV.B.4a, and
- (7) Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements* and available from FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

9. Swimming Pool Utility Equipment Rooms

If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

Meet the requirements for accessory structures in Article IV.B.8

The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.

10. Elevators

a) Install a float switch system or another system that provides the same level of safety is necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4 *Elevator Installation for Buildings Located in Special Flood Hazard Areas*.

All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4 *Elevator Installation for Buildings Located in Special Flood Hazard Areas*.

b)

11. Fill. An applicant shall demonstrate that fill is the only alternative to raising

the building to meet the residential and non-residential construction requirements of Article IV B(1) or B(2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

Fill may not be placed in the floodway unless it is in accordance with the requirements in Article IV.B.5a,

Fill may not be placed in tidal or non-tidal wetlands without the required State and federal permits,

Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain,

Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer,

Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,

The use of fill shall not increase flooding or cause drainage problems on neighboring properties.

Fill may not be used for structural support in the coastal high hazard areas

Shall meet the requirements of FEMA Technical Bulletin 10, *Ensuring That Structures Built on Fill in or Near Special Flood Hazard Areas Are Reasonable Safe from Flooding*.

12. Standards for Subdivision Proposals and other development.

All subdivision proposals and other proposed developments shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.

All subdivision proposals and other proposed new developments shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

All subdivision proposals and other proposed new developments shall have adequate drainage provided to reduce exposure to flood damage.

The applicant shall meet the requirement to submit technical data to FEMA in Article IV B.7 when a hydrologic and hydraulic analysis is completed that generates base flood elevations.

C. Standards for Streams without Base Flood Elevations and Floodways -

Located within the areas of special flood hazard (Zones A and V) established in

Article I.D, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:

1. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
2. If the areas of special flood hazard is identified as an area of open space and is deemed as such then a hydrologic and hydraulic engineering analysis that generates base flood elevations for the subdivision proposal would not be required.
3. No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
4. If Article IV.C.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Article IV and shall be elevated or floodproofed in accordance with elevations established in accordance with Article III.D.10.
5. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE. For further information regarding the methods for determining BFEs listed below, refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*:

Contour Interpolation

- (1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
- (2) Add one-half of the contour interval of the topographic map that is used to the BFE.

Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.

Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software. These methods include, but are not limited to the following

- (1) HEC-RAS 5.0.7 and up
<https://www.hec.usace.army.mil/software/hecras/download.aspx>
- (2) HEC-1
- (3) HEC-2
- (4) HEC-HMS 4.3 and up
- (5) FLO-2D
- (6) QUICK-2
- (7) SFD
- (8) WSPRO
- (9) :

A Zone Model- A BFE can be pulled from the model and applied if determined that BFE is useable.

D. Standards for Streams with Established Base Flood Elevations but without Floodways. Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS. The following provisions apply within such areas:

1. No encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

E. Standards for Areas of Shallow Flooding (AO Zones). Located within the areas of special flood hazard established in Article 1.D, are areas designated as shallow flooding. The following provisions shall apply within such areas:

1. All new construction and substantial improvements of residential structures shall have the lowest floor elevated to the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.
2. All new construction and substantial improvements of non-residential structures shall:

Have the lowest floor elevated to the depth number specified on the FIRM, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least two (2) feet above the highest adjacent grade; or,

Be completely flood-proofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage

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of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article III.C.2.

3. All structures on slopes must have drainage paths around them to guide water away from the structures.

F. **Coastal High Hazard Areas (V-Zones).** -Located within the areas of special flood hazard established in Article I.D or Article III.D.11 are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash. The following provisions shall apply within such areas:

1. All new construction and substantial improvements shall be located landward of the reach of mean high tide, first line of stable natural vegetation and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.
2. All new construction and substantial improvements shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than 2 ft. above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Prior to construction, plans for any structures that will have lattice work or decorative screening must be submitted to the local floodplain administrator for approval. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with Article IV.F.8.
3. All buildings or structures shall be securely anchored on pilings or columns, extending vertically below a grade of sufficient depth and the zone of potential scour, and securely anchored to the subsoil strata.
4. All pilings and columns and the attached structures shall be anchored to resist flotation, collapse, lateral movement and scour due to the effect of wind and water loads acting simultaneously on all building components.
5. A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in Article IV Section F 2, 3, 4, 6 and 8 of this ordinance.
6. There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach compatible sand may be used. The local floodplain administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist that demonstrates that the following factors have been fully considered:

Particle composition of fill material does not have a tendency for excessive natural compaction,

Volume and distribution of fill will not cause wave deflection to

adjacent properties; and,

Slope of fill will not cause wave run-up or ramping.

7. There shall be no alteration of sand dunes that would increase potential flood damage.
8. All new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Only flood resistant materials shall be used below the required flood elevation specified in Article IV.B. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Article IV.B.

Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are to be used and provided the following design specifications are met:

No solid walls shall be allowed.

Breakaway wall material shall consist of lattice or mesh screening only.

Design safe loading resistance of each breakaway wall shall be not less than 10 nor more than 20 pounds per square foot; or

If more than 20 pounds per square foot, a registered professional engineer or architect shall certify that the design wall collapse would result from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non- structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the IBC International Building Code.

Breakaway wall material shall be constructed with flood resistant materials.

9. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except with lattice work or decorative screening, as provided for in Article IV.F.8.

10. No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article IV.B.3.

11. Recreational vehicles shall be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article IV B.6.

12. Accessory structures, below the required lowest floor elevation specified in Article IV F.2, are prohibited except for the following:

a) Swimming Pools

- (1) They are installed at-grade or elevated so long as the pool will not act as an obstruction
- (2) They must be structurally independent of the building and its foundation.
- (3) They may be placed beneath a coastal building only if the top of the pool and any accompanying decking or walkway are flush with the existing grade and only if the lower area remains unenclosed.
- (4) As part of the certification process for V-zone buildings the design professional must consider the effects that any of these elements will have on the building in question and any nearby buildings.

b) Swimming Pool Utility Equipment Rooms

- (1) If the building cannot be built at or above the BFE, because of

functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

- (a) It must be structurally independent from the main structure.
 - (b) It must be built with breakaway walls.
 - (c) The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
- c) Access Stairs Attached to or Beneath an Elevated Building:
 - (1) Must be constructed of flood-resistant materials.
 - (2) Must be constructed as open staircases so they do not block flow under the structure in accordance with 44CFR60.3 (e) (5) or Article IV.F.2.
- d) Decks
 - (1) If the deck is structurally attached to a building then the bottom of the lowest horizontal member must be at or above the elevation of the buildings lowest horizontal member.
 - (2) If the deck is to be built below the BFE then it must be structurally independent of the main building and must not cause an obstruction.
 - (3) If an at-grade, structurally independent deck is proposed then a design professional must evaluate the design to determine if it will adversely affect the building and nearby buildings.
- e) Elevators
 - (1) Install a float switch system or another system that provides the same level of safety as necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
 - (2) All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

13. Parking areas should be located on a stable grade under or landward of a structure. Any parking surface shall consist of gravel or aggregate.

14. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork) and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood event plus two (2) feet. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building. *No utilities or components shall be attached to*

breakaway walls.

Article V. VARIANCE PROCEDURES

A. Establishment of Appeal Board – The Board of Zoning Appeals (BZA) as established by the City of Georgetown, shall hear and decide requests for variances from the requirements of this ordinance.

B. Right to Appeal – Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Circuit Court.

C. Historic Structures – Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

D. Functionally Dependent Uses – Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

E. Agricultural Structures – Variances may be issued to wet floodproof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V.H, this section, and the following standards:

1. Use of the structure must be limited to agricultural purposes as listed below:
 - (a) Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
 - b) Steel grain bins and steel frame corncribs,
 - c) General-purpose barns for the temporary feeding of livestock that are open on at least one side;
 - d) For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Article IV.B.2 of this ordinance; and,
 - e) Detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are no greater than 600 square feet in area.
2. The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
3. The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
4. The agricultural structure must meet the venting requirement of Article IV.B.4 of this ordinance.
5. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE) so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV.A.5 of this ordinance.
6. The agricultural structure must comply with the floodway encroachment provisions of Article IV.B.5 of this ordinance.

7. Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

F. Accessory Structures- A variance is authorized to be issued for the construction or substantial improvement of accessory structures provided the requirements of this section and the following are satisfied:

1. **Accessory structures.** A determination that the proposed accessory structure:
 - (a) Represents a minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (b) Is larger than the size limits specified in Article IV.B.8.
 - (c) Complies with the wet flood proofing construction requirements of F.2 Below
2. **Wet floodproofing construction requirements.** Wet floodproofing structures shall:
 - (a) Be anchored to resist floatation, collapse, and lateral movement
 - (b) Have flood damage resistant material below the base flood elevation built in accordance with Technical Bulletin 2, *Flood Damage resistant Material Requirements*
 - (c) Have mechanical, electrical, and utility equipment in compliance with the requirements of Article IV.A.6.
 - (d) In special flood hazard areas , have flood openings in compliance with the requirements of IV.B.4.(a)
3. Variances shall not be allowed in Coastal High Hazard Areas.

G. Considerations - In passing upon such applications, the Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

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4. The importance of the services provided by the proposed facility to the community;
5. The necessity of the facility to a waterfront location in the case of a functionally dependent facility;
6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
11. Where applicable, agriculture structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exist.

H. Findings – Findings listed above shall be submitted to the Board of Zoning Appeals, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, may be taken into account and included in the permit file.

I. Floodways – Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

J. Conditions – Upon consideration of the factors listed above and the purposes of this ordinance, the Board of Zoning Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

1. Variances may not be issued when the variance will make the structure in violation of other federal, State, or local laws, regulations, or ordinances.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

3. Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
4. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.
5. The floodplain administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.
6. Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Article III.E.5 of this ordinance.

Article VI. LEGAL STATUS PROVISIONS

A. Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance. This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted March 19, 1987, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the City of Georgetown enacted on March 19, 1987, as amended, which are not reenacted herein, are repealed.

B. Effect upon Outstanding Building Permits. Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Chief Building Inspector or his authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

C. Effective Date. This ordinance shall become effective upon two approved reading of City Council of the City of Georgetown.

D. Adoption Certification

I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the City of Georgetown, South Carolina on the _____ day of _____, 2023.

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

City of Georgetown

Flood Damage Prevention Ordinance

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Article I. GENERAL STANDARDS

A. Statutory Authorization.

Municipality: The Legislature of the State of South Carolina has in SC Code of Laws, Title 5 and Title 6, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Georgetown of Georgetown County, South Carolina does ordain as follows:

B. Findings of Fact. The Special Flood Hazard Areas of the City of Georgetown are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

C. Statement of Purpose and Objectives. It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, and habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever

possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

D. Lands to Which this Ordinance Applies. This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Georgetown as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated May 9, 2023 (5-9-2023) ~~9-12-2019~~ with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

Upon annexation any special flood hazard areas identified by FEMA in its Flood Insurance Study for the unincorporated areas of Georgetown County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

E. Establishment of Development Permit. A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

F. Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

G. Interpretation In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

H. Partial Invalidity and Severability If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

I. Warning and Disclaimer of Liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Georgetown or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

J. Penalties for Violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both. Each day the violation continues shall

be considered a separate offense. Nothing herein contained shall prevent The City of Georgetown from taking such other lawful action as is necessary to prevent or remedy any violation.

Article II. DEFINITIONS

A. General. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

1. **Accessory Structure** - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds, and the like qualify as accessory structures on farms.

2. **Addition (to an existing building)** - ~~an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.~~

An addition is an improvement that increases the square footage of a structures. These include lateral additions added to the side or rear of a structure, vertical additions added on top of a structure and enclosures added underneath a structure. NFIP regulations for new construction apply to an addition that is considered to be a substantial improvement to a structure. All decks and porches shall be considered additions.

3. **Agricultural Structure** - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are **not** exempt from the provisions of this ordinance.

4. **Appeal** - a request for a review of the local floodplain administrator's interpretation of any provision of this ordinance.

5. **Area of Shallow Flooding** - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet here a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

6. **Area of Special Flood Hazard** - the land in the floodplain within a community subject to a one percent (1%) or greater chance of being equaled or exceeded in any given year.

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7. **Base Flood** - the flood having a one percent (1%) chance of being equaled or exceeded in any given year.

8. **Basement** - means any enclosed area of a building that is below grade on all side.

9. **Building** - any structure built for support, shelter, or enclosure for any occupancy or storage. (Also see **Structure**)

10. **Coastal High Hazard Area** - an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources.

11. **Critical Development** - Development that is critical to the community's public health and safety is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

12. **Development** - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

13. **Elevated Building** - a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

14. **Executive Order 11988 (Floodplain Management)** - Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

15. **Existing Construction** - means, for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date.

16. **Existing Manufactured Home Park or Manufactured Home Subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 16, 1989.

17. **Expansion to an Existing Manufactured Home Park or Subdivision** - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

18. **Flood** - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

19. **Flood Hazard Boundary Map (FHBM)** - an official map of a community,

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Attachment: 2023.03.16 Flood Ordinance redline (3796 : Floodplaining Ordinance)

issued by FEMA ([Federal Emergency Management Agency](#)), where the boundaries of the areas of special flood hazard have been defined as Zone A.

20. Flood Insurance Rate Map (FIRM) - an official map of a community, on which the FEMA ([Federal Emergency Management Agency](#)) has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

21. Flood Insurance Study - the official report provided by the FEMA ([Federal Emergency Management Agency](#)) which contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

22. Flood-Resistant Material - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, ~~dated 8/08~~, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

23. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

24. Freeboard - a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

25. Functionally Dependent Facility - a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

26. Highest Adjacent Grade (HAG) - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

27. Historic Structure - any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior

as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories **MAY NOT** be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the **potential** for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has **individually determined** that the structure or district meets DOI historic structure criteria.

28. Increased Cost of Compliance (ICC) - applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

29. Limited Storage - an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV.F of this ordinance.

30. Lowest Adjacent Grade (LAG) - is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building, or proposed building walls.

31. Lowest Floor - the lowest floor of the lowest enclosed area (including basement). Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

32. Manufactured Home - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

33. Manufactured Home Park or Subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

34. Mean Sea Level - the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rates Maps (FIRMS) are shown.

35. National Geodetic Vertical Datum (NGVD) - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

36. North American Vertical Datum (NAVD) - ~~datum point established at Pointe-au-Père on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth.~~ Vertical control, as corrected in 1988. The datum listed as the reference datum on Flood Insurance Rate Maps should be used for Elevation Certificate and flood proofing certificate completion.

37. New Construction - structure for which the start of construction commenced on or after May 9, 2023 ~~September 29, 1978~~. The term also includes any subsequent improvements to such structure.

38. New Manufactured Home Park or Subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after May 9, 2023 ~~9-12-19~~

39. Primary Frontal Dune - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

40. Recreational Vehicle - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

41. Repetitive Loss - a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded twenty-five percent (~~25%~~) of the market value of the building at the time of each such flood event.

42. Section 1316 of the National Flood Insurance Act of 1968 - The act provides that no new flood insurance shall be provided for any property found by FEMA to have been declared by a state or local authority to be in violation of state or local ordinances.

43. Start of Construction - for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

44. Structure - a walled and roofed building, a manufactured home, including a gas or liquid storage tank, which is principally above ground.

45. Substantial Damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent (50%) of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

46. Substantial Improvement - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a) any project of improvement to a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or,
- b) any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Permits shall be cumulative for a period of five (5) years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

47. Substantially Improved Existing Manufactured Home Park or Subdivision - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction, or improvement

commenced.

48. **Variance** - is a grant of relief from a term or terms of this ordinance.

49. **Violation** - the failure of a structure or other development to be fully compliant with these regulations.

Article III. ADMINISTRATION

A. Designation of Local Floodplain Administrator. The ~~Certified Floodplain Manager Administrator~~, or designee, is hereby appointed to administer and implement the provisions of this ordinance.

B. Adoption of Letter of Map Revisions (LOMR). All LOMRs that are issued in the areas identified in Article I Section D of this ordinance are hereby adopted.

C. Development Permit and Certification Requirements.

1. **Development Permit:** Application for a development permit shall be made to the local ~~floodplain~~ administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

a) **A site plan** that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either ~~Article III.D.10, The Use of Best Available Data or the Standards for Streams Without Estimated Base Flood Elevations and Floodways of Article IV.C. to either the Duties and Responsibilities of the Local Administrators of Article III.D.11 or the Standards for Subdivision Proposals of Article IV.B.12 and the Standards for streams without Estimated Base Flood Elevations and/or Floodways of Article IV.C.~~ The site plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The site plan must show the floodway, if any, as identified by the FEMA or the floodway identified pursuant to either ~~the Duties or Responsibilities of the Local Administrators of Article III.D.10, The Use of Best Available Data or the Standards for Streams without Estimated Base Flood Elevations and Floodways Article III.D.11 or the standards for subdivision proposals of Article IV.B.12 and the standards for streams without estimated base flood elevations and/or floodways of Article IV.C.~~

b) **Where base flood elevation data is provided** as set forth in Article I.D or ~~the duties and responsibilities of the local floodplain administrators of Article III.D.10 III.D.11~~ the application for a development permit within the flood hazard area shall show:

- (1) the elevation (in relation to mean sea level) of the lowest floor

of all new and substantially improved structures, and

(2) if the structure will be floodproofed in accordance with the Non-Residential Construction requirements of Article IV.B.2 the elevation (in relation to mean sea level) to which the structure will be floodproofed.

c) **Where Base Flood Elevation Data Is Not Provided.** If no base flood elevation data is provided as set forth in Article I.D or Article III.D.10, then the provisions in the Standards for Streams without Estimated Base Flood Elevations and Floodways of Article IV.C must be met. the duties and responsibilities of the local administrators of Article III.D.11, then the provisions in the standards for streams without estimated base flood elevations and/or floodways of Article IV.C must be met.

d) **Alteration of Watercourse:** Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on study to demonstrate that the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and, a map showing the location of the proposed watercourse alteration or relocation.

2. Certifications

a) **Floodproofing Certification** - When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Article IV.B.2 and Article IV.E.2 (b).

b) **Certification During Construction** - A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local floodplain administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local floodplain administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make

said corrections required hereby shall be cause to issue a Stop-Work order for the project.

c) **V-Zone Certification** - When a structure is located in Zones V, VE, or V1-30, certification shall be provided from a registered professional engineer or architect, separate from submitted plans, that new construction or substantial improvement meets the criteria for the coastal high hazard areas outlined in Article IV.F.5.

d) **As-built Certification** - Upon completion of the development a registered professional engineer or land surveyor, ~~or architect~~, in accordance with SC law, shall certify according to the requirements of Article III.C.2a, 2b, and 2c that the development is built in accordance with the submitted plans and previous pre-development certifications.

D. Duties and Responsibilities of the Local Floodplain Administrator. Duties of the local floodplain administrator shall include, but not be limited to:

1. **Permit Review** - Review all development permits to assure that the requirements of this ordinance have been satisfied.
2. **Requirement of Federal and/or State Permits** – Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C.1334.
3. **Watercourse Alterations** –
 - a) Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
 - b) In addition to the notifications required watercourse alterations per Article III.D.3a, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is ~~not diminished~~ **maintained**. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
 - c) If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of actual construction.
 - d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements of Article III.C.2.d, the

applicant shall submit as-built certification, by a registered professional engineer, to FEMA.

4. **Floodway Encroachments** - Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article IV.B.5 are met.

~~5. **Development Proposals** – Require development proposals for proposed developments prior to signing off on and CLOMRs or LOMRs.~~

5. **Adjoining Floodplains** - Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

6. **Notifying Adjacent Communities** – Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.

7. **Certification Requirements** –

- a) Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Article III.C.2.b or the coastal high hazard area requirements outlined in Article IV.F.5.
- b) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Article III.C.2.a.
- c) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Article IV.B.2.

A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the coastal high hazard area requirements outlined in ~~Article IV.F.5, Article IV.F.4, Article IV.F.6, and Article IV.F.8 of this ordinance.~~

8. **Map Interpretation** - Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

9. **Prevailing Authority** – Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.B.7.b.

10. **Use Of Best Available Data** - When base flood elevation data or floodway data has not been provided in accordance with Article I.D, obtain, review, and

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reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to ~~Article IV.C.1 in order to administer the provisions of this ordinance. the standards for subdivision proposals outlined in Article IV.B.12, in order to administer the provisions of this ordinance.~~ Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

11. Special Flood hazard Area/Topographic Boundaries Conflict - When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site; ~~the site information takes precedence when the lowest adjacent grade (LAG) is at or above BFE,~~ the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local ~~floodplain~~ administrator ~~in for~~ the permit file will maintain a copy of the ~~Letter of Map Amendment LOMA~~ issued from FEMA.

12. On-Site Inspections - Make on-site inspections of projects in accordance with the administrative procedures outlined in Article III.E.1.

13. Administrative Notices - Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Article III.E.

14. Records Maintenance - Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.

15. Annexations and Detachments - Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six (6) months, of any annexations or detachments that include special flood hazard areas. The community must incorporate ~~applicable flood~~ maps from surrounding jurisdictions into this ordinance within 90 days of date of the annexation.

16. Federally Funded Development - The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.

17. Substantial Damage Determination - Perform an assessment of damage from any origin to the structure ~~using FEMA's Residential Substantial Damage Estimator (RSDE) software~~ to determine if the damage equals or exceeds ~~fifty percent (50%)~~ of the market value of the structure before the damage occurred.

18. Substantial Improvement Determinations - Perform an assessment of permit applications for improvements or repairs ~~(to include percent damaged)~~ to be made to a building or structure equals or exceeds ~~fifty percent (50%)~~ of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five ~~(5)~~ years. If the improvement project is conducted in phases the total of all cost associated with

each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

~~a) Methods of Market Value Determination.~~ The market values shall be determined by one of the following methods:

~~(1) a)~~ the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner within ~~12-~~six (6) months; ~~or,~~

~~(2) b.)~~ One or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. *The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less the cost of the site improvements and depreciation for functionality and obsolescence and site improvement.* The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures.

~~(3) c)~~ Real Estate purchase contract within ~~12-~~six (6) months prior to the date of the application for a permit.

~~(4) d)~~ Computed Actual Cash Value- this value is based on the average cost of construction per square foot less the depreciation value

E. Administrative Procedures.

1. **Inspections of Work in Progress:** As the work pursuant to a permit progresses, the local floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

2. **Stop-Work Orders:** Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the local floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

3. **Revocation of Permits:** The local floodplain administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be

revoked.

4. **Periodic Inspections:** The local floodplain administrator and each member of his/her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action. Inspections may be made during construction and post construction to ensure continued compliance with the NFIP.

5. **Violations to be Corrected:** When the local floodplain administrator finds violations of applicable state and local laws, it shall be his/her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he/she owns.

6. **Actions in Event of Failure to Take Corrective Action:** If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give him/her written notice, by certified or registered mail to his last known address or by personal service, that:

- a) the building or property is in violation of the Flood Damage Prevention Ordinance,
- b) a hearing will be held before the local floodplain administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
- c) following the hearing, the local floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

7. **Order to Take Corrective Action:** If, upon a hearing held pursuant to the notice prescribed above, the local floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he/she shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the local floodplain administrator may prescribe; provided that where the local floodplain administrator finds that there is imminent danger to life or other property, he/she may order that corrective action be taken in such lesser period as may be feasible.

8. **Appeal:** Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the local floodplain administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the local floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

9. **Failure to Comply with Order:** If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he/~~she~~ shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

10. **Denial of Flood Insurance under the NFIP:** If a structure is declared in violation of this ordinance and after all other penalties are exhausted to achieve compliance with this ordinance ~~and the violation is not remedied~~ then the local floodplain administrator shall notify FEMA to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

11. The following **documents** are incorporated by reference and may be used by the local administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

1. FEMA 55 Coastal Construction Manual
2. All FEMA Technical Bulletins
3. All FEMA Floodplain Management Bulletins
4. FEMA 348 Protecting Building Utilities from Flood Damage
5. FEMA 499 Home Builder's Guide To Coastal Construction Technical Fact Sheets

Article IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

A. **General Standards.** Development may not occur in the ~~floodplain~~ Special Flood Hazard Area (SFHA), where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA floodplain and that encroachments onto the SFHA floodplain are minimized. In all areas of special flood hazard the following provisions are required:

1. **Reasonably Safe from Flooding** – Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.

1-2. Anchoring - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure,

2-3. Flood Resistant Materials and Equipment - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, dated 8/08, and available from Federal Emergency Management Agency (FEMA),

3-4. Minimize Flood Damage - All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages,

4-5. Critical Development - All new construction and substantial improvements that meet the definition of critical development shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,

5-6. Utilities - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus 2 feet (freeboard). Electrical, plumbing and ductwork ventilation shall be 1 two (2) ft. above base flood. Heating and air conditioning equipment (including ductwork), and electrical, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus 2 ft. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building,

6-7. Water Supply Systems - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,

7-8. Sanitary Sewage Systems - New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters, On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,

8-9. Gas Or Liquid Storage Tanks - All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

9-10. Alteration, Repair, Reconstruction, Or Improvements - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.

10-11. Non-Conforming Buildings or Uses. Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,

11-12. American with Disabilities Act (ADA). A building must meet the specific standards for floodplain construction outlined in Article IV.B, as well as any applicable ADA requirements. **The ADA is not justification for issuing a variance or otherwise waiving these requirements.** Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

B. Specific Standards. In all areas of special flood hazard (Zones A, AE, AH, AO, A1-30, V, and VE) where base flood elevation data has been provided, as set forth in Article I.D or outlined in the Duties and Responsibilities of the Local Administrator Article III.D. the following provisions are required:

1. **Residential Construction** - New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 2 feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Article IV B.4.

2. **Non-Residential Construction** -

New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 2 feet above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Article IV B.4. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be

provided to the official as set forth in the floodproofing certification requirements in

Article III.C.2.a. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Article V.E of this ordinance. Agricultural structures not meeting the criteria of Article V.E must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The local administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.

3. Manufactured Homes.

Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than 2 feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Article IV.B.1 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated so that either:

- (1) The lowest floor of the manufactured home is elevated no lower than 2 feet above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, or
- (2) Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist ~~shall be anchored to prevent~~ flotation, collapse, or lateral movement ~~or in~~ ~~For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with Section 40-29-10 of the South Carolina Manufactured Housing Board Regulations and SC Regulations Secc 79-42, whichever is more restrictive, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis 36 inches or less above~~

~~the grade at the sight, the chassis shall be supported by reinforced piers or engineered foundation.~~ When the elevation of the chassis is above 36 inches in height an engineering certification is required.

An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within areas of special flood hazard. ~~flood-prone areas.~~ This plan shall be filed with and approved by the local floodplain administrator and the local Emergency Preparedness Coordinator or local emergency manager.

4. Elevated Buildings - New construction and substantial improvements of elevated buildings that include fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to ~~preclude finished space and be designed to~~ automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

~~a)~~ Designs for complying with this requirement must either be certified by a professional engineer or architect or meet all of the following minimum criteria:

- (1) Provide a minimum of two openings on different walls having a *total net area* of not less than one square inch for every square foot of enclosed area subject to flooding. If there are multiple enclosed areas, each area must have openings in its exterior walls.
- (2) The bottom of each opening must be no more than one (1) foot above the higher of the interior or exterior grade immediately under the opening,
- (3) Only the portions of openings that are below the base flood elevation (BFE) plus freeboard can be counted towards the required net open area. If the Lowest Adjacent Grade (LAG) is between the BFE and the freeboard, openings are still required until the LOMA has been approved.
- (4) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- (5) Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building

~~b)~~ Hazardous Velocities. Hydrodynamic pressure must be considered in

the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

~~c)~~ Enclosures below Lowest Floor

- (1) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- (2) The interior portion of such enclosed area shall be unfinished or finished with flood resistant materials and not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.
- (3) One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Article IV.B.1, 2 and 3.
- (4) All construction materials below the required lowest floor elevation specified in the specific standards outlined in Article IV.B 1, 2, 3 and 4 should be of flood resistant materials.

5. **Floodways.** Located within areas of special flood hazard established in Article I.D, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

~~a)~~ No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:

- (1) It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator, or
- (2) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.

~~b)~~ If Article IV.B.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction

provisions of Article IV.

~~a) Stream crossings for any purpose (i.e. timber harvesting operations); if temporary, shall be permitted in accordance with floodway requirements of Article IV.B.5. Otherwise, the development shall comply with all applicable flood hazard reduction provisions of Article IV.~~

~~c)~~ No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Article IV B.3 and the encroachment standards of Article IV.B.5a are met.

~~d)~~ Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

6. Recreational Vehicles

a) A recreational vehicle is ready for highway use if it is:

- (1) on wheels or jacking system;
- (2) attached to the site only by quick-disconnect type utilities and security devices; and,
- (3) has no permanently attached additions.

b) Recreational vehicles placed on sites shall either be:

- (1) on site for fewer than 180 consecutive days; and,
- (2) be fully licensed and ready for highway use, or meet the development permit and certification requirements of Article III.D, general standards outlined in Article IV.A, and manufacture homes standards in Article IV.B.3 and B.4.

7. Map Maintenance Activities – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I.D accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified and shall apply to all areas of special flood hazard:

Requirement to Submit New Technical Data

(1) For all development proposals that impact floodway floodway/floodplain delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA as soon as practical, but no later than ~~within~~ six (6) months of the date such information becomes available. These development proposals include, but are not limited to:

- (a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
- (b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
- (c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
- (d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.C.1.

(e) Any development that will alter the boundaries of the area of special flood hazard.

(2) It is the responsibility of the applicant to have technical data, required in accordance with Article IV.B.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.

(3) The local floodplain administrator shall require a Conditional Letter of Map Revision (CLOMR) ~~(CLOMAR)~~ prior to the issuance of a floodplain development permit for:

- (a) Proposed floodway encroachments that increase the base flood elevation; and
- (b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

(4) Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV B.7.

(5) Conditional Letter of Map Revisions (CLOMR) and/or Letters of Map Revision (LOMR) must go through the variance process outlined in Article V.

(6) The local floodplain administrator may require a Conditional Floodplain Prevention Ordinance

Letter of Map Revision for any development that they want the impacts to be evaluated prior to issuance of a permit.

b) —Right to Submit New Technical Data – The local floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or plan metric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

8. Accessory Structures.

a) —A detached accessory structure or garage, the cost value of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 *Wet Floodproofing Requirements* or be elevated in accordance with Article IV Section B(1) and B(4) or dry floodproofed in accordance with Article IV B(2).

b) —Mechanical, electrical and utility equipment comply with the requirements of Article IV.A.6 Article IV.A.6

When accessory structures of valued at \$3,000 or less are to be placed in the floodplain, the following additional criteria shall be met:

- (1) Accessory structures shall not be used for any uses other than the parking of vehicles and storage,
- (2) Accessory structures shall be designed to have low flood damage potential,
- (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
- (4) Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure,
- (5) Service facilities such as electrical and heating equipment shall be installed in accordance with Article IV.A.5,
- (6) Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Article IV.B.4a, and
- (7) Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

9. Swimming Pool Utility Equipment Rooms

If the building cannot be built at or above the BFE, because of functionality of the
Floodplain Prevention Ordinance

City of Georgetown

equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

- ~~a)~~—Meet the requirements for accessory structures in Article IV.B.8
- ~~b)~~—The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
- ~~c)~~—A variance may be granted to allow wet floodproofing of the structure.

10. Elevators

- ~~a)~~ Install a float switch system or another system that provides the same level of safety is necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 *Elevator Installation for Buildings Located in Special Flood Hazard Areas*.

All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 *Elevator Installation for Buildings Located in Special Flood Hazard Areas*.

~~b)~~

11. Fill. An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of Article IV B(1) or B(2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- ~~a)~~—Fill may not be placed in the floodway unless it is in accordance with the requirements in Article IV.B.5a,
- ~~b)~~—Fill may not be placed in tidal or non-tidal wetlands without the required State and federal permits,
- ~~c)~~—Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain,
- ~~d)~~—Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer,
- ~~e)~~—Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,
- ~~f)~~—The use of fill shall not increase flooding or cause drainage problems

on neighboring properties.

~~g)~~ Fill may not be used for structural support in the coastal high hazard areas

~~h) Will~~ Shall meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built on Fill in or Near Special Flood Hazard Areas Are Reasonable Safe from Flooding*.

12. Standards for Subdivision Proposals and other development.

~~a)~~ All subdivision proposals and other proposed developments shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.

~~b)~~ All subdivision proposals and other proposed new developments shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

~~c)~~ All subdivision proposals and other proposed new developments shall have adequate drainage provided to reduce exposure to flood damage.

~~a) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less. Entire city is mapped.~~

~~b) If the areas of special flood hazard is identified as an area of open space and is deemed as such then a hydrologic and hydraulic engineering analysis that generates base flood elevations for the subdivision proposal would not be required.~~

The applicant shall meet the requirement to submit technical data to FEMA in Article IV B.7 when a hydrologic and hydraulic analysis is completed that generates base flood elevations.

C. Standards for Streams without Base Flood Elevations and Floodways -

Located within the areas of special flood hazard (Zones A and V) established in Article I.D, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:

1. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
2. If the areas of special flood hazard is identified as an area of open space and is deemed as such then a hydrologic and hydraulic engineering analysis that generates base flood elevations for the subdivision proposal would not be required.

3. No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
4. If Article IV.C.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Article IV and shall be elevated or floodproofed in accordance with elevations established in accordance with Article III.D.1 ~~0~~ ¹.
5. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE. For further information regarding the methods for determining BFEs listed below, refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*:

Contour Interpolation

- (1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
- (2) Add one-half of the contour interval of the topographic map that is used to the BFE.

Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.

Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software. These methods include, but are not limited to the following

- (1) HEC-RAS ~~3.1.1~~ 5.0.7 and up
<https://www.hec.usace.army.mil/software/hecras/download.aspx>
- (2) HEC-1 ~~4.0.1~~ and up
- (3) HEC-2 ~~4.6.2~~
- (4) HEC-HMS ~~1.1~~ and up 4.3 and up
- (5) FLO-2D
- (6) QUICK-2
- (7) SFD
- (8) WSPRO

(9) :

A Zone Model- A BFE can be pulled from the model and applied if determined that BFE is useable.

- D. Standards for Streams with Established Base Flood Elevations but without Floodways.** Along rivers and streams where Base Flood Elevation (BFE) data is provided but ~~no neither~~ floodway ~~is are~~ identified for a Special Flood Hazard Area on the FIRM or in the FIS. The following provisions apply within such areas:

1. No encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

- E. Standards for Areas of Shallow Flooding (AO Zones).** Located within the areas of special flood hazard established in Article I.D, are areas designated as shallow flooding. The following provisions shall apply within such areas:

1. All new construction and substantial improvements of residential structures shall have the lowest floor elevated to the depth number specified on the Flood Insurance Rate Map (~~FIRM~~), in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.
2. All new construction and substantial improvements of non-residential structures shall:
 - a) Have the lowest floor elevated to the depth number specified on the ~~Flood Insurance Rate Map FIRM~~, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least two (2) feet above the highest adjacent grade; or,
 - b) Be completely flood-proofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article III.C.2.
3. All structures on slopes must have drainage paths around them to guide water away from the structures.

- F. Coastal High Hazard Areas (V-Zones).** -Located within the areas of special flood hazard established in Article I.D or Article III.D.11 are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash. The following provisions shall apply within such areas:

1. All new construction and substantial improvements shall be located

landward of the reach of mean high tide, first line of stable natural vegetation and comply with all applicable Department of ~~Heath~~ Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.

2. All ~~new construction and substantial improvements~~ buildings or structures shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than 2 ft. above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Prior to construction, plans for any structures that will have lattice work or decorative screening must be submitted to the local floodplain administrator for approval. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with Article IV.F.8.
3. All buildings or structures shall be securely anchored on pilings or columns, extending vertically below a grade of sufficient depth and the zone of potential scour, and securely anchored to the subsoil strata.
4. All pilings and columns and the attached structures shall be anchored to resist flotation, collapse, lateral movement and scour due to the effect of wind and water loads acting simultaneously on all building components.
5. A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in Article IV Section F 2, 3, 4, 6 and 8 9 of this ordinance.
6. There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach compatible sand may be used. The local floodplain administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist that demonstrates that the following factors have been fully considered:
 - a) ~~Particle composition of fill material does not have a tendency for excessive natural compaction,~~
 - b) ~~Volume and distribution of fill will not cause wave deflection to adjacent properties; and,~~
 - c) ~~Slope of fill will not cause wave run-up or ramping.~~
7. There shall be no alteration of sand dunes that would increase potential flood damage.
8. All new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20

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pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Only flood resistant materials shall be used below the required flood elevation specified in Article IV.B. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Article IV.B.

Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are to be used and provided the following design specifications are met:

- a) ~~No solid walls shall be allowed.~~
- b) ~~Breakaway wall material shall consist of wood lattice or mesh screening only.~~
- c) ~~Design safe loading resistance of each breakaway wall shall be not less than 10 nor more than 20 pounds per square foot; or~~
- d) ~~If more than 20 pounds per square foot, a registered professional engineer or architect shall certify that the design wall collapse would result from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the IBC International Building Code.~~
- e) ~~Breakaway wall material shall be constructed with flood resistant materials.~~

~~If aesthetic lattice work or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.~~

- a) ~~Only flood resistant materials shall be used below the required flood elevation specified in Article IV A.2.~~
- b) ~~One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Article IV A.5.~~
- c) ~~The total area of an enclosed space shall not exceed 299 square feet per building.~~

9. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except with lattice work or decorative screening, as provided for in Article IV.F.8 and 9.

10. No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article IV.B.3.

11. Recreational vehicles shall be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article IV B.6 and the Temporary Structure provisions of Article IV F.12.

12. Accessory structures, below the required lowest floor elevation specified in Article IV F.2, are prohibited except for the following:

- a) **Swimming Pools**
 - (1) They are installed at-grade or elevated so long as the pool will not act as an obstruction
 - (2) They must be structurally independent of the building and its foundation.
 - (3) They may be placed beneath a coastal building only if the top of the pool and any accompanying decking or walkway are flush with the existing grade and only if the lower area remains unenclosed.
 - (4) As part of the certification process for V-zone buildings the design professional must consider the effects that any of these elements will have on the building in question and any nearby buildings.
- b) **Swimming Pool Utility Equipment Rooms**
 - (1) If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:
 - (a) It must be structurally independent from the main structure.
 - (b) It must be built with breakaway walls.
 - (c) The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
- c) **Access Stairs Attached to or Beneath an Elevated Building:**
 - (1) Must be constructed of flood-resistant materials.
 - (2) Must be constructed as open staircases so they do not block flow under the structure in accordance with 44CFR60.3 (e) (5) or Article IV.F.2.
- d) **Decks**
 - (1) If the deck is structurally attached to a building then the bottom of the lowest horizontal member must be at or above the elevation of the buildings lowest horizontal member.
 - (2) If the deck is to be built below the BFE then it must be structurally independent of the main building and must not cause an obstruction.
 - (3) If an at-grade, structurally independent deck is proposed then a design professional must evaluate the design to determine if it will adversely affect the building and nearby buildings.
- e) **Elevators**
 - (1) Install a float switch system or another system that provides the same level of safety as necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
 - (2) All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys,

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and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

13. Parking areas should be located on a stable grade under or landward of a structure. Any parking surface shall consist of gravel or aggregate.

14. ~~Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork)~~ ~~Plumbing, electrical, and ductwork shall be 1 ft. above base flood.~~ ~~Heating, air conditioning equipment~~ and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood event plus **two** (2) feet. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building. *No utilities or components shall be attached to breakaway walls.*

Article V. VARIANCE PROCEDURES

A. Establishment of Appeal Board – The Board of Zoning Appeals (BZA) as established by the City of Georgetown, shall hear and decide requests for variances from the requirements of this ordinance.

B. Right to Appeal – Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Circuit Court.

C. Historic Structures – Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

D. Functionally ~~Dependent~~ Dependent Uses – Variances may be issued for development necessary for the conduct of a functionally ~~dependant~~ dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

E. Agricultural Structures – Variances may be issued to wet floodproof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V.H, this section, and the following standards:

1. Use of the structure must be limited to agricultural purposes as listed below:
 - (a) Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
 - b) Steel grain bins and steel frame corncribs,
 - c) General-purpose barns for the temporary feeding of livestock that are open on at least one side;
 - d) For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Article IV.B.2 of this ordinance; and,
 - e) Detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are no greater than 600 square feet in area.
2. The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
3. The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
4. The agricultural structure must meet the venting requirement of Article IV.B.4 of this ordinance.
5. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE) so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV.A.5 of this ordinance.
6. The agricultural structure must comply with the floodway encroachment provisions of Article IV.B.5 of this ordinance.

7. Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

F. Accessory Structures- A variance is authorized to be issued for the construction or substantial improvement of accessory structures provided the requirements of this section and the following are satisfied:

1. **Accessory structures.** A determination that the proposed accessory structure:
 - (a) Represents a minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (b) Is larger than the size limits specified in Article IV.B.8.
 - (c) Complies with the wet flood proofing construction requirements of F.2 Below
2. **Wet floodproofing construction requirements. Wet floodproofing structures shall:**
 - (a) Be anchored to resist floatation, collapse, and lateral movement
 - (b) Have flood damage resistant material below the base flood elevation built in accordance with Technical Bulletin 2, Flood Damage resistant Material Requirements
 - (c) Have mechanical, electrical, and utility equipment in compliance with the requirements of Article IV.A.6.
 - (d) In special flood hazard areas , have flood openings in compliance with the requirements of IV.B.4.(a)
- 8.3. **Variances shall not be allowed in Coastal High Hazard Areas.**

F.G. Considerations - In passing upon such applications, the Board of Zoning Appeals shall consider all technical ~~elevations~~ evaluations, all relevant factors, all standards specified in other sections of this chapter and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

4. The importance of the services provided by the proposed facility to the community;
5. The necessity of the facility to a waterfront location in the case of a functionally dependent facility;
6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
11. Where applicable, agriculture structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exist.

G.H. Findings – Findings listed above shall be submitted to the Board of Zoning Appeals, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, may be taken into account and included in the permit file.

H.I. Floodways – Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

I.J. Conditions – Upon consideration of the factors listed above and the purposes of this ordinance, the Board of Zoning Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

1. Variances may not be issued when the variance will make the structure in violation of other federal, State, or local laws, regulations, or ordinances.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood

hazard, to afford relief.

3. Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
4. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.
5. The floodplain administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.
6. Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Article III.E.5 of this ordinance.

Article VI. LEGAL STATUS PROVISIONS

A. Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance. This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted March 19, 1987, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the City of Georgetown enacted on March 19, 1987, as amended, which are not reenacted herein, are repealed.

B. Effect upon Outstanding Building Permits. Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Chief Building Inspector or his authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

C. Effective Date. This ordinance shall become effective upon two approved reading of City Council of the City of Georgetown.

D. Adoption Certification

I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the City of Georgetown, South Carolina on ~~this~~ the _____ day of _____, 2023.

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

Attachment: 2023.03.16 Flood Ordinance redline (3796 : Floodplaining Ordinance)



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

ORDINANCE

DOC ID: 3787

Council Meeting Date:	16 March 2023
Department:	Finance
Issue Under Consideration:	Motion to approve an Ordinance authorizing the City of Georgetown, South Carolina to enter into an installment purchase transaction to finance the costs relating to the acquisition and equipping of a combined Public Works, Fleet, and Electric Utility Facility; Authorizing the execution and delivery of various documents relating to such transactions including the base lease agreement and the installment purchase and use agreement; Approving the issuance of not exceeding \$3,850,000 aggregate principal amount of installment purchase revenue bonds by the Georgetown Public Facilities Corporation; Delegating Authority to the City Administrator and City Clerk to effect such transaction and determine certain matters; Authorizing the assignment of that certain purchase and sale agreement to the Georgetown Public Facilities Corporation; Authorizing a Facilities Use Agreement for the 2023 real property and facilities; and other matters relating thereto.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

Kathy Vermeland Completed 02/10/2023 4:21 PM

Sandra E. Yudice Ph.D. Completed 02/10/2023 4:43 PM

Stephanie Buccione Completed 02/10/2023 4:59 PM

Georgetown City Council Completed 02/16/2023 5:30 PM

Attachments:

1. 1 Ordinance Authorizing IPRB (2023 Georgetown IPRB) 4894-4305-2084 v.5 (002) (PDF)
2. 2 Ordinance Authorizing IPRB (2023 Georgetown IPRB) (PDF)

MOTION TO APPROVE AN ORDINANCE AUTHORIZING THE CITY OF GEORGETOWN, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO FINANCE THE COSTS RELATING TO THE ACQUISITION AND EQUIPPING OF A COMBINED PUBLIC WORKS, FLEET, AND ELECTRIC UTILITY FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTIONS INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE ISSUANCE OF NOT EXCEEDING \$3,850,000 AGGREGATE PRINCIPAL AMOUNT OF INSTALLMENT PURCHASE REVENUE BONDS BY THE GEORGETOWN PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR AND CITY CLERK TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AUTHORIZING THE ASSIGNMENT OF THAT CERTAIN PURCHASE AND SALE AGREEMENT TO THE GEORGETOWN PUBLIC FACILITIES CORPORATION; AUTHORIZING A FACILITIES USE AGREEMENT FOR THE 2023 REAL PROPERTY AND FACILITIES; AND OTHER MATTERS RELATING THERETO.

AN ORDINANCE AUTHORIZING THE CITY OF GEORGETOWN, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO FINANCE THE COSTS RELATING TO THE ACQUISITION AND EQUIPPING OF A COMBINED PUBLIC WORKS, FLEET AND ELECTRIC UTILITY FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE ISSUANCE OF NOT EXCEEDING \$3,850,000 AGGREGATE PRINCIPAL AMOUNT OF INSTALLMENT PURCHASE REVENUE BONDS BY THE GEORGETOWN PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR AND CITY CLERK TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AUTHORIZING THE ASSIGNMENT OF THAT CERTAIN PURCHASE AND SALE AGREEMENT TO THE GEORGETOWN PUBLIC FACILITIES CORPORATION; AUTHORIZING A FACILITIES USE AGREEMENT FOR THE 2023 REAL PROPERTY AND FACILTIES; AND OTHER MATTERS RELATING THERETO.

ORDINANCE AUTHORIZING INSTALLMENT
PURCHASE TRANSACTION

Enacted March 16, 2023

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

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings. The City Council (“**City Council**”) of the City of Georgetown, South Carolina (the “**City**”), hereby finds and determines:

(a) The City is an incorporated municipality located in Georgetown County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution of the State of South Carolina 1895, as amended (the “**Constitution**”) and laws of the State of South Carolina (the “**State**”).

(b) Section 5-7-30 of the Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”) provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order, and good government in the municipality. Section 5-7-40 of the South Carolina Code empowers all municipalities to own and possess real and personal property and, upon such terms as a city council may determine, to convey, lease, or otherwise dispose of such property.

(c) The Georgetown Public Facilities Corporation, a South Carolina nonprofit corporation (the “**Corporation**”), has been formed for the purpose of supporting certain activities of the City.

(d) Based on discussions with the officers and representatives of the Corporation, the City has determined to assign and the Corporation has determined to accept an assignment of that certain Purchase and Sale Agreement dated October 22, 2022 (the “**PSA**”) related to certain lots, tracts, or parcels of land located in the City bearing Tax Map Numbers 05-0007-038-00-00 and 05-0007-057-00-00, as more particularly described at Exhibit A to the PSA (the “**Properties**”).

(e) The City Council has determined, in order to provide for the health, safety, and welfare of its citizens and visitors to the City, to undertake a project to acquire, renovate, construct, and equip a facility located on the 2023 Real Properties (as further conveyed, transferred, partitioned and leased to the City under the Financing Documents, as such term is defined in Article II below) to house City offices, which may include, without limitation, the administrative offices and property storage for the City’s electric department, public works department, and fleet operations (the “**2023 Project**”). The total cost of the 2023 Project is expected not to exceed \$3,850,000, inclusive of transaction costs.

(f) In connection with the 2023 Project, the City will be able to consolidate the administrative and management functions of several departments into a single facility that will provide benefits to the City and its citizens through increased efficiency, energy utilization, and optimization of workspace.

(g) The City Council has determined to defray the costs of the 2023 Project through an installment purchase transaction, or transactions, pursuant to which the City will enter into a Base Lease (as defined herein and the form of which is attached hereto as Exhibit A) and a Purchase and Use Agreement (as defined herein and the form of which is attached hereto as Exhibit B) (collectively referred to herein as the “**Transaction**”) with the Corporation. The Base Lease and the Purchase and Use Agreement may be amended from time to time to allow for multiple transactions.

(h) Pursuant to the provisions of the Base Lease, the City will (i) acquire the Properties, exclusive of the Facilities (as defined in the Purchase and Use Agreement) (the “**2023 Real Property**”, as such term is further defined and described in Article II below) from the Corporation and (ii) in turn, demise and lease the 2023 Real Property to the Corporation in consideration of the issuance by the Corporation of one or more series of installment purchase revenue bonds which will be issued pursuant to the provisions of the Trust Agreement (as defined herein). The Series 2023 Bond (as defined herein) will be paid by the Corporation from the receipts of certain payments (the “**Installment Payments**”) made by the City to the Corporation under the provisions of the Purchase and Use Agreement. Pursuant to the provisions of the Purchase and Use Agreement, the City will agree to purchase the Facilities from the Corporation by making the Installment Payments.

(i) Installment purchase revenue bonds will be issued by the Corporation in one or more series in an aggregate principal amount not exceeding \$3,850,000, captioned as Installment Purchase Revenue Bond (City of Georgetown Public Facilities Project), Series 2023, to be determined by the Corporation (the “**Series 2023 Bond**” or the “**Bond**”). The Corporation may change the bond caption or series designation as appropriate to reflect transaction timing and structure, upon advice received and as appropriate. The proceeds of the Series 2023 Bond may be used to defray costs of the 2023 Project.

(j) The rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Series 2023 Bond.

(k) As previously discussed, in order to provide for the 2023 Project, the City Council has determined that it is necessary and in the best interest of the City to enter into the Transaction authorized by this Ordinance with the Corporation. The City Council has further determined that the Transaction will serve a proper public and corporate purpose of the City.

(l) Lastly, as a condition related to the sale of the Properties, and as further contemplated under the Financing Documents, the City may enter into a usage agreement for the Facilities (the “***Facilities Use Agreement***”) with the User (as defined herein), the form of which is attached hereto as Exhibit D prior to the 2023 Project (excluding the acquisition of the 2023 Real Property) being undertaken.

* * *

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

“2023 Real Property” means all those certain pieces, parcels, or tracts of land as described in the Base Lease and shown at Exhibit C hereto, exclusive of the Facilities. In the event of any conflict between this Ordinance and the Base Lease, the final executed Base Lease shall control.

“Authorized Officer” means the Mayor or the City Administrator, each of whom is authorized to act individually on behalf of and bind the City as the Authorized Officer.

“Base Lease” means the Base Lease Agreement by and between the City and the Corporation to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time, the form of which is attached hereto as Exhibit A.

“Bond Counsel” shall mean with respect to the Bond, Pope Flynn, LLC, an in any other context shall include an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state, and public agency financing.

“City Administrator” means the City Administrator of the City of Georgetown, South Carolina.

“City Clerk” means the City Clerk of the City of Georgetown, South Carolina.

“Code” means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations, and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“Corporation” means the Georgetown Public Facilities Corporation, a South Carolina nonprofit corporation.

“Facilities” has the meaning given to such term in the Purchase and Use Agreement.

“Financing Documents” means collectively, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement, as each may be amended or supplemented from time to time.

“Mayor” means the Mayor of the City of Georgetown, South Carolina.

“Ordinance” means this Ordinance of the City.

“Purchase and Use Agreement” means the one or more Installment Purchase and Use Agreements by and between the Corporation and the City to be dated as of the date of its delivery to provide for the City’s acquisition of the 2023 Project, as may be amended from time to time, the form of which is attached hereto as Exhibit B.

“South Carolina Code” shall mean the Code of Laws of South Carolina, 1976 as amended.

“State” means the State of South Carolina.

“Trust Agreement” means the Trust Agreement by and between the Corporation and the Trustee, to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time by the parties thereto.

“Trustee” means Regions Bank, in the capacity as Trustee.

“User” means one or both of the entities that formerly owned the 2023 Real Property and the Facilities.

* * *

ARTICLE III

AUTHORIZATION OF INSTALLMENT PURCHASE TRANSACTION

Section 3.1 Authorization for the Transaction. The Transaction is hereby approved. The Authorized Officer and other appropriate officers and agents of the City are empowered and directed to negotiate, execute, and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Transaction, including the Financing Documents.

Section 3.2 Approval of Corporation; Issuance of the Series 2023 Bond. (a) The City hereby approves the formation, purposes, and activities of the Corporation as the same are set forth in the bylaws of the Corporation. Further, the City confirms Carol Jayroe, Danny Siau and Lori Beard as the initial directors of the Corporation.

(b) The City hereby approves the issuance by the Corporation of the Series 2023 Bond as a single series, or from time to time as several series of Bonds. In the event multiple series of Bonds are issued, or in the event there is only issued a single series of Bonds, the first series or single series, as appropriate, shall be issued within one year of the date hereof. No Bonds shall mature later than March 1, 2044. The foregoing authorization related to the issuance of the Bond is explicitly conditioned on the prior or simultaneous execution by the Authorized Officer of the Purchase and Use Agreement and the Base Lease. The City also acknowledges that, in accordance with the provisions of the Purchase and Use Agreement, the City will acquire absolute title to the Facilities upon payment of all amounts due under the Purchase and Use Agreement; *provided, however*, that the City does not hereby waive its right to terminate the Purchase and Use Agreement prior to such payment in accordance with the provisions of the Purchase and Use Agreement.

Section 3.3 Approval of Base Lease, Purchase and Use Agreement, and Trust Agreement. (a) The Base Lease, the form of which is attached to this Ordinance as Exhibit A, is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Base Lease were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered, and directed to execute, acknowledge, and deliver, and the City Clerk is hereby authorized, empowered, and directed to attest, the Base Lease in the name and on behalf of the City, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memoranda thereof) to be recorded in the office of the Register of Deeds for Georgetown County. The Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by an Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease now before this meeting. Any amendment to the Base Lease shall be executed in the same manner. The Base Lease may be effected through one or more Base Leases.

(b) The City Council has reviewed the Purchase and Use Agreement, the form of which is attached to this Ordinance as Exhibit B. The Purchase and Use Agreement is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference

as if the Purchase and Use Agreement were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered, and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered, and directed to attest, the Purchase and Use Agreement in the name and on behalf of the City, and thereupon to cause the Purchase and Use Agreement to be delivered to the Corporation and to cause the Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Georgetown County. The Purchase and Use Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by the Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of the Purchase and Use Agreement now before this meeting. Any amendment to the Purchase and Use Agreement shall be executed in the same manner. The Purchase and Use Agreement may be effected through one or more Purchase and Use Agreements.

(c) The City is not a party to the Trust Agreement, but the City acknowledges that the Trust Agreement is an integral part of the documents related to the Transaction. The form of the Trust Agreement previously presented to the City Administrator and made available for review by the City Council is hereby approved by the City Council with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the City Administrator prior to the consummation of the Transaction. Such changes shall be made only after receipt of the advice of legal counsel to the City and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The Trust Agreement may be effected through one or more Trust Agreements, as any of such agreements may be supplemented or amended to carry out the Transaction.

Section 3.4 Selection of Trustee. The City and the Corporation have selected Regions Bank as the Trustee in connection with the Transaction. The Authorized Officer is hereby authorized, with advice from Bond Counsel and the consent of the Corporation, to transact with the Trustee to effect the Transaction.

Section 3.5 Execution of Documents. The Authorized Officer is fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Purchase and Use Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents is hereby fully authorized. The Authorized Officer is authorized to negotiate and execute any bond purchase agreement, term sheet, or other purchase document related to the Series 2023 Bond, and actions previously taken to such effect are fully ratified.

ARTICLE IV

FACILITIES USAGE

Section 4.1 Authorization for Facilities Use Agreement. Outside of the Transaction, but as explicitly authorized under the terms of the Financing Documents, the City shall be authorized to enter into the Facilities Use Agreement with the User for a term ending on December 31, 2023. The City Council does hereby acknowledge and approve the Facilities Use Agreement with the User, the form of which is attached hereto as Exhibit D. The City Council authorizes the Authorized Officer further to negotiate and execute the Facilities Use Agreement and any and all necessary documents associated therewith on behalf of the City. In connection with the execution and delivery of the Facilities Use Agreement and any other closing documents, the Authorized Officer is additionally authorized to prepare, review, negotiate, execute, deliver and agree to such additional agreements, certifications, documents, closing proofs and undertakings as he shall deem necessary or advisable.

* * *

ARTICLE V

TAX COVENANTS

Section 5.1 Tax Covenants. (a) The Corporation is issuing the Bond on behalf of the City. Without limiting the generality of the foregoing, the City represents and covenants, except as to any portion of the Bond that may be issued on a federally taxable basis, that:

(i) The City will not permit the proceeds of the Bond or any facility financed or refinanced with the proceeds thereof to be used in any manner that would cause the Bond to meet the private business tests of Section 141(b)(1) and (2) of the Code or the private loan financing test of Section 141(c) of the Code. The City expressly acknowledges the Facilities Use Agreement may create tax issues under the Code and agrees that the terms of the Facilities Use Agreement shall be structured so as to avoid any violation of the private business tests or private loan financing test.

(ii) The City is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

(iii) Other than the Facilities Use Agreement, which will be reviewed and approved by Bond Counsel prior to closing of the Series 2023 Bond, the City will not sell or lease the Facilities obtained with proceeds of the Bond or the 2023 Real Property to any person unless it obtains an opinion of Bond Counsel that such lease or sale will not adversely affect the designation of the Bond as a tax-exempt bond.

(iv) The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code.

(v) The City, pursuant to Purchase and Use Agreement, will have exclusive beneficial use of the 2023 Project for the life of the Bond for the purposes of Sec. 3.041(a) of Rev. Proc. 82-26, 1982-1 CB 476.

(b) In the event that at the time of closing of the Bond the City (including the Corporation's issuance of the Bond) expects to issue no tax-exempt obligations in a given calendar year which, along with the Bond, would aggregate more than \$10,000,000, an Authorized Officer may designate such Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code.

(c) The provisions of this section shall not apply to any Bond issued, or portion of any Bond issued, the interest thereon is not intended to be excluded from income for federal income tax purposes.

Section 5.2 Reimbursement Finding. The City hereby declares its intention to reimburse itself for a portion of the costs of the 2023 Project with the proceeds of the Bond. To that end, the City Council determines and declares as follows:

(a) no funds from any sources other than the Bond is or is reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City pursuant to the budget or financial policies of the City for the financing of the portion of the costs of acquisition, construction, and equipping of the 2023 Project to be funded with the Bond;

(b) the City reasonably expects that all or a portion of the expenditures incurred for the 2023 Project and the issuance of the Bond will be paid prior to the issuance of the Bond;

(c) the City intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the 2023 Project prior to the issuance of the Bond from the proceeds of the Bond, and such intention is consistent with the budgetary and financial circumstances of the City;

(d) all of the costs to be paid or reimbursed from the proceeds of the Bond will be for costs incurred in connection with the issuance of the Bond, or will, at the time of payment thereof, be properly chargeable to the capital account of the 2023 Project (or would be so chargeable with a proper election) under general federal income tax principles; and

(e) this Ordinance shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

* * *

ARTICLE VI
MISCELLANEOUS

Section 6.1 Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6.2 Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6.3 Effective Date. This Ordinance shall be effective upon its enactment by the City Council.

* * *

DONE, RATIFIED AND ENACTED in meeting duly assembled this 16th day of March 2023.

CITY OF GEORGETOWN,
SOUTH CAROLINA

(SEAL)

MAYOR

ATTEST:

CITY CLERK

First Reading: February 16, 2023
Second Reading: March 16, 2023

Exhibit A
Form of Base Lease

Exhibit B

Form of Purchase and Use Agreement

Exhibit C

Description of the 2023 Real Property

PARCEL I:

All that certain piece, parcel or tract of land, situate, lying and being in the City of Georgetown, State of South Carolina, consisting of 3.4 acres, as more fully shown on the plat entitled “Plat of 3.4 Acres Located in the City of Georgetown Surveyed for Jeremy D. Hardwick”, prepared by J. Luckey Sanders, R.L.S., said plat dated July 28, 2005, and recorded in the ROD Office for Georgetown County on August 17, 2005, in Plat Slide 557 at Page 3B, said property having such shape, courses, distances and dimensions as will more fully appear by reference to said plat.

LESS AND EXCEPTING FROM PARCEL I: All that certain piece, parcel, or tract of land, situate, lying and being in the City of Georgetown, State of South Carolina, consisting of 949.81 sq. ft. and designated as Parcel D on the plat entitled “Plat of Lands Between and Proposed Rights-of-Way Located at the Intersection of Highmarket Street and Reservoir Streets in the City of Georgetown, Prepared at the Request of the City of Georgetown”, said plat being dated March 22, 2001, and recorded in the ROD Office for Georgetown County in Plat Slide 84 at Page 7, said property having such shape, courses, distances and dimensions as will more fully appear by reference to said plat.

TMS # 05-0007-038-00-00

PARCEL II:

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina (now within the corporate limits of the City of Georgetown), known and designated as Lot Number Seventeen (17) of Block D as shown on the plat of a subdivision known as Hazard Addition Company made by W.W. Baker, Engineer, in 1909, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book C at Page 9; said lot fronting on Highway Number 521 and measuring thereon and on the rear line, each, forty-nine and seven tenths (49.7) feet and extending back in depth from said Highway for a distance of two hundred eighteen (218) feet, more or less, on each of the sidelines, Butting and Bounding as follows, to wit: To the Northeast on a section of land marked “Sold”; Southeast on Lot Number Eighteen (18); Southwest on State Highway Number 521; and to the Northwest on Lot Number Sixteen (16), all of Block D; and all of which will more fully and at large appear by reference to said plat which, insofar as is applicable hereto and essential for the proper location and description of the within conveyed premises, is hereby made a part and parcel hereof.

TMS # 05-0007-057-00-00

The above-described property is more recently shown and delineated on that certain “ALTA/NSPS SURVEY OF 3.39 ACRES OF LAND AND LOT 17, BLOCK D, THE HAZARD ADDITION SURVEYED FOR THE CITY OF GEORGETOWN” prepared by Gregory F. Cunningham, P.L.S., and dated January 13, 2022.

Exhibit D

Form of Facilities Use Agreement

AN ORDINANCE AUTHORIZING THE CITY OF GEORGETOWN, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO FINANCE THE COSTS RELATING TO THE ACQUISITION AND EQUIPPING OF A COMBINED PUBLIC WORKS, FLEET AND ELECTRIC UTILITY FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE ISSUANCE OF NOT EXCEEDING \$3,850,000 AGGREGATE PRINCIPAL AMOUNT OF INSTALLMENT PURCHASE REVENUE BONDS BY THE GEORGETOWN PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR AND CITY CLERK TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AUTHORIZING THE ASSIGNMENT OF THAT CERTAIN PURCHASE AND SALE AGREEMENT TO THE GEORGETOWN PUBLIC FACILITIES CORPORATION; AUTHORIZING A FACILITIES USE AGREEMENT FOR THE 2023 REAL PROPERTY AND FACILTIES; AND OTHER MATTERS RELATING THERETO.

ORDINANCE AUTHORIZING INSTALLMENT
PURCHASE TRANSACTION

Enacted March 16, 2023

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

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings. The City Council ("**City Council**") of the City of Georgetown, South Carolina (the "**City**"), hereby finds and determines:

(a) The City is an incorporated municipality located in Georgetown County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution of the State of South Carolina 1895, as amended (the "**Constitution**") and laws of the State of South Carolina (the "**State**").

(b) Section 5-7-30 of the Code of Laws of South Carolina 1976, as amended (the "**South Carolina Code**") provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order, and good government in the municipality. Section 5-7-40 of the South Carolina Code empowers all municipalities to own and possess real and personal property and, upon such terms as a city council may determine, to convey, lease, or otherwise dispose of such property.

(c) The Georgetown Public Facilities Corporation, a South Carolina nonprofit corporation (the "**Corporation**"), has been formed for the purpose of supporting certain activities of the City.

(d) Based on discussions with the officers and representatives of the Corporation, the City has determined to assign and the Corporation has determined to accept an assignment of that certain Purchase and Sale Agreement dated October 22, 2022 (the "**PSA**") related to certain lots, tracts, or parcels of land located in the City bearing Tax Map Numbers 05-0007-038-00-00 and 05-0007-057-00-00, as more particularly described at Exhibit A to the PSA (the "**Properties**").

(e) The City Council has determined, in order to provide for the health, safety, and welfare of its citizens and visitors to the City, to undertake a project to acquire, renovate, construct, and equip a facility located on the 2023 Real Properties (as further conveyed, transferred, partitioned and leased to the City under the Financing Documents, as such term is defined in Article II below) to house City offices, which may include, without limitation, the administrative offices and property storage for the City's electric department, public works department, and fleet operations (the "**2023 Project**"). The total cost of the 2023 Project is expected not to exceed \$3,850,000, inclusive of transaction costs.

(f) In connection with the 2023 Project, the City will be able to consolidate the administrative and management functions of several departments into a single facility that will

provide benefits to the City and its citizens through increased efficiency, energy utilization, and optimization of workspace.

(g) The City Council has determined to defray the costs of the 2023 Project through an installment purchase transaction, or transactions, pursuant to which the City will enter into a Base Lease (as defined herein and the form of which is attached hereto as Exhibit A) and a Purchase and Use Agreement (as defined herein and the form of which is attached hereto as Exhibit B) (collectively referred to herein as the “**Transaction**”) with the Corporation. The Base Lease and the Purchase and Use Agreement may be amended from time to time to allow for multiple transactions.

(h) Pursuant to the provisions of the Base Lease, the City will (i) acquire the Properties, exclusive of the Facilities (as defined in the Purchase and Use Agreement) (the “**2023 Real Property**”, as such term is further defined and described in Article II below) from the Corporation and (ii) in turn, demise and lease the 2023 Real Property to the Corporation in consideration of the issuance by the Corporation of one or more series of installment purchase revenue bonds which will be issued pursuant to the provisions of the Trust Agreement (as defined herein). The Series 2023 Bond (as defined herein) will be paid by the Corporation from the receipts of certain payments (the “**Installment Payments**”) made by the City to the Corporation under the provisions of the Purchase and Use Agreement. Pursuant to the provisions of the Purchase and Use Agreement, the City will agree to purchase the Facilities from the Corporation by making the Installment Payments.

(i) Installment purchase revenue bonds will be issued by the Corporation in one or more series in an aggregate principal amount not exceeding \$3,850,000, captioned as Installment Purchase Revenue Bond (City of Georgetown Public Facilities Project), Series 2023, to be determined by the Corporation (the “**Series 2023 Bond**” or the “**Bond**”). The Corporation may change the bond caption or series designation as appropriate to reflect transaction timing and structure, upon advice received and as appropriate. The proceeds of the Series 2023 Bond may be used to defray costs of the 2023 Project.

(j) The rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Series 2023 Bond.

(k) As previously discussed, in order to provide for the 2023 Project, the City Council has determined that it is necessary and in the best interest of the City to enter into the Transaction authorized by this Ordinance with the Corporation. The City Council has further determined that the Transaction will serve a proper public and corporate purpose of the City.

(1) Lastly, as a condition related to the sale of the Properties, and as further contemplated under the Financing Documents, the City may enter into a usage agreement for the Facilities (the “***Facilities Use Agreement***”) with the User (as defined herein), the form of which is attached hereto as Exhibit D prior to the 2023 Project (excluding the acquisition of the 2023 Real Property) being undertaken.

* * *

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

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“Bond Counsel” shall mean with respect to the Bond, Pope Flynn, LLC, an in any other context shall include an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state, and public agency financing.

“City Administrator” means the City Administrator of the City of Georgetown, South Carolina.

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“Code” means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations, and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“Corporation” means the Georgetown Public Facilities Corporation, a South Carolina nonprofit corporation.

“Facilities” has the meaning given to such term in the Purchase and Use Agreement.

“Financing Documents” means collectively, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement, as each may be amended or supplemented from time to time.

“Mayor” means the Mayor of the City of Georgetown, South Carolina.

“Ordinance” means this Ordinance of the City.

“Purchase and Use Agreement” means the one or more Installment Purchase and Use Agreements by and between the Corporation and the City to be dated as of the date of its delivery to provide for the City’s acquisition of the 2023 Project, as may be amended from time to time, the form of which is attached hereto as Exhibit B.

“South Carolina Code” shall mean the Code of Laws of South Carolina, 1976 as amended.

“State” means the State of South Carolina.

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“Trustee” means Regions Bank, in the capacity as Trustee.

“User” means one or both of the entities that formerly owned the 2023 Real Property and the Facilities.

* * *

ARTICLE III

AUTHORIZATION OF INSTALLMENT PURCHASE TRANSACTION

Section 3.1 Authorization for the Transaction. The Transaction is hereby approved. The Authorized Officer and other appropriate officers and agents of the City are empowered and directed to negotiate, execute, and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Transaction, including the Financing Documents.

Section 3.2 Approval of Corporation; Issuance of the Series 2023 Bond. (a) The City hereby approves the formation, purposes, and activities of the Corporation as the same are set forth in the bylaws of the Corporation. Further, the City confirms Carol Jayroe, Danny Siau and Lori Beard as the initial directors of the Corporation.

(b) The City hereby approves the issuance by the Corporation of the Series 2023 Bond as a single series, or from time to time as several series of Bonds. In the event multiple series of Bonds are issued, or in the event there is only issued a single series of Bonds, the first series or single series, as appropriate, shall be issued within one year of the date hereof. No Bonds shall mature later than March 1, 2044. The foregoing authorization related to the issuance of the Bond is explicitly conditioned on the prior or simultaneous execution by the Authorized Officer of the Purchase and Use Agreement and the Base Lease. The City also acknowledges that, in accordance with the provisions of the Purchase and Use Agreement, the City will acquire absolute title to the Facilities upon payment of all amounts due under the Purchase and Use Agreement; *provided, however*, that the City does not hereby waive its right to terminate the Purchase and Use Agreement prior to such payment in accordance with the provisions of the Purchase and Use Agreement.

Section 3.3 Approval of Base Lease, Purchase and Use Agreement, and Trust Agreement. (a) The Base Lease, the form of which is attached to this Ordinance as Exhibit A, is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Base Lease were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered, and directed to execute, acknowledge, and deliver, and the City Clerk is hereby authorized, empowered, and directed to attest, the Base Lease in the name and on behalf of the City, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memoranda thereof) to be recorded in the office of the Register of Deeds for Georgetown County. The Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by an Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease now before this meeting. Any amendment to the Base Lease shall be executed in the same manner. The Base Lease may be effected through one or more Base Leases.

(b) The City Council has reviewed the Purchase and Use Agreement, the form of which is attached to this Ordinance as Exhibit B. The Purchase and Use Agreement is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Purchase and Use Agreement were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered, and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered, and directed to attest, the Purchase and Use Agreement in the name and on behalf of the City, and thereupon to cause the Purchase and Use Agreement to be delivered to the Corporation and to cause the Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Georgetown County. The Purchase and Use Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by the Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of the Purchase and Use Agreement now before this meeting. Any amendment to the Purchase and Use Agreement shall be executed in the same manner. The Purchase and Use Agreement may be effected through one or more Purchase and Use Agreements.

(c) The City is not a party to the Trust Agreement, but the City acknowledges that the Trust Agreement is an integral part of the documents related to the Transaction. The form of the Trust Agreement previously presented to the City Administrator and made available for review by the City Council is hereby approved by the City Council with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the City Administrator prior to the consummation of the Transaction. Such changes shall be made only after receipt of the advice of legal counsel to the City and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The Trust Agreement may be effected through one or more Trust Agreements, as any of such agreements may be supplemented or amended to carry out the Transaction.

Section 3.4 Selection of Trustee. The City and the Corporation have selected Regions Bank as the Trustee in connection with the Transaction. The Authorized Officer is hereby authorized, with advice from Bond Counsel and the consent of the Corporation, to transact with the Trustee to effect the Transaction.

Section 3.5 Execution of Documents. The Authorized Officer is fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Purchase and Use Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents is hereby fully authorized. The Authorized Officer is authorized to negotiate and execute any bond purchase agreement, term sheet, or other purchase document related to the Series 2023 Bond, and actions previously taken to such effect are fully ratified.

ARTICLE IV

FACILITIES USAGE

Section 4.1 Authorization for Facilities Use Agreement. Outside of the Transaction, but as explicitly authorized under the terms of the Financing Documents, the City shall be authorized to enter into the Facilities Use Agreement with the User for a term ending on December 31, 2023. The City Council does hereby acknowledge and approve the Facilities Use Agreement with the User, the form of which is attached hereto as Exhibit D. The City Council authorizes the Authorized Officer further to negotiate and execute the Facilities Use Agreement and any and all necessary documents associated therewith on behalf of the City. In connection with the execution and delivery of the Facilities Use Agreement and any other closing documents, the Authorized Officer is additionally authorized to prepare, review, negotiate, execute, deliver and agree to such additional agreements, certifications, documents, closing proofs and undertakings as he shall deem necessary or advisable.

* * *

ARTICLE V

TAX COVENANTS

Section 5.1 Tax Covenants. (a) The Corporation is issuing the Bond on behalf of the City. Without limiting the generality of the foregoing, the City represents and covenants, except as to any portion of the Bond that may be issued on a federally taxable basis, that:

(i) The City will not permit the proceeds of the Bond or any facility financed or refinanced with the proceeds thereof to be used in any manner that would cause the Bond to meet the private business tests of Section 141(b)(1) and (2) of the Code or the private loan financing test of Section 141(c) of the Code. The City expressly acknowledges the Facilities Use Agreement may create tax issues under the Code and agrees that the terms of the Facilities Use Agreement shall be structured so as to avoid any violation of the private business tests or private loan financing test.

(ii) The City is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

(iii) Other than the Facilities Use Agreement, which will be reviewed and approved by Bond Counsel prior to closing of the Series 2023 Bond, the City will not sell or lease the Facilities obtained with proceeds of the Bond or the 2023 Real Property to any person unless it obtains an opinion of Bond Counsel that such lease or sale will not adversely affect the designation of the Bond as a tax-exempt bond.

(iv) The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code.

(v) The City, pursuant to Purchase and Use Agreement, will have exclusive beneficial use of the 2023 Project for the life of the Bond for the purposes of Sec. 3.041(a) of Rev. Proc. 82-26, 1982-1 CB 476.

(b) In the event that at the time of closing of the Bond the City (including the Corporation's issuance of the Bond) expects to issue no tax-exempt obligations in a given calendar year which, along with the Bond, would aggregate more than \$10,000,000, an Authorized Officer may designate such Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code.

(c) The provisions of this section shall not apply to any Bond issued, or portion of any Bond issued, the interest thereon is not intended to be excluded from income for federal income tax purposes.

Section 5.2 Reimbursement Finding. The City hereby declares its intention to reimburse itself for a portion of the costs of the 2023 Project with the proceeds of the Bond. To that end, the City Council determines and declares as follows:

(a) no funds from any sources other than the Bond is or is reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City pursuant to the budget or financial policies of the City for the financing of the portion of the costs of acquisition, construction, and equipping of the 2023 Project to be funded with the Bond;

(b) the City reasonably expects that all or a portion of the expenditures incurred for the 2023 Project and the issuance of the Bond will be paid prior to the issuance of the Bond;

(c) the City intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the 2023 Project prior to the issuance of the Bond from the proceeds of the Bond, and such intention is consistent with the budgetary and financial circumstances of the City;

(d) all of the costs to be paid or reimbursed from the proceeds of the Bond will be for costs incurred in connection with the issuance of the Bond, or will, at the time of payment thereof, be properly chargeable to the capital account of the 2023 Project (or would be so chargeable with a proper election) under general federal income tax principles; and

(e) this Ordinance shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

* * *

ARTICLE VI

MISCELLANEOUS

Section 6.1 Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6.2 Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6.3 Effective Date. This Ordinance shall be effective upon its enactment by the City Council.

* * *

DONE, RATIFIED AND ENACTED in meeting duly assembled this 16th day of March 2023.

CITY OF GEORGETOWN,
SOUTH CAROLINA

(SEAL)

MAYOR

ATTEST:

CITY CLERK

First Reading: February 16, 2023
Second Reading: March 16, 2023

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

Exhibit A

Form of Base Lease

BASE LEASE AGREEMENT

between

CITY OF GEORGETOWN, SOUTH CAROLINA
as lessor

and

GEORGETOWN PUBLIC FACILITIES CORPORATION
as lessee

Dated as of March 1, 2023

All right, title and interest of the Georgetown Public Facilities Corporation in this Base Lease Agreement have been assigned to Regions Bank as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

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BASE LEASE AGREEMENT

This BASE LEASE AGREEMENT dated as of March 1, 2023 (this “**Base Lease**”) is made and entered into by and between the CITY OF GEORGETOWN, SOUTH CAROLINA (the “**City**”), a political subdivision of the State of South Carolina (the “**State**”), as lessor and the GEORGETOWN PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a South Carolina nonprofit corporation, as lessee.

WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31 of the Code of Laws of South Carolina 1976, as amended;

WHEREAS, the City is a political subdivision of the State and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina 1976, as amended, to enter into this Base Lease;

WHEREAS, the Corporation has been assigned the Purchase and Sale Agreement dated October 22, 2022 (the “**PSA**”), pursuant to which the Corporation will purchase the Facilities (as such term is defined in the hereinafter defined Purchase and Use Agreement) and the 2023 Real Property (as defined herein) on or about March 31, 2023;

WHEREAS, the Corporation desires to retain the Facilities, but convey the 2023 Real Property to the City and the City desires to purchase the 2023 Real Property;

WHEREAS, the City desires to lease the 2023 Real Property to the Corporation so that the Corporation may provide for the 2023 Project (as defined in the Purchase and Use Agreement) with the proceeds of the Series 2023 Bond (as defined in the hereinafter defined Trust Agreement);

WHEREAS, the Facilities, as improved by the 2023 Project, will be sold by the Corporation to the City under the terms of an Installment Purchase and Use Agreement dated of even date herewith (the “**Purchase and Use Agreement**”) between the Corporation and the City;

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to Regions Bank, as trustee (the “**Trustee**”), pursuant to the terms of a Trust Agreement dated of even date herewith (the “**Trust Agreement**”), between the Corporation and the Trustee, in order to secure and provide a source of payment for certain bonds, the proceeds of which are to be used for the purposes described above and in the Trust Agreement; and

WHEREAS, the City desires to enter into this Base Lease in order to achieve the foregoing purposes.

NOW, THEREFORE, in consideration of the payment of the Base Lease Rent (as defined herein) and the premises and the mutual covenants and agreements set forth herein, the City and the Corporation do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions of Words and Terms. Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Trust Agreement or the Purchase and Use Agreement, unless some other meaning is plainly intended. In addition, the following terms shall have the meanings set forth below, unless some other meaning is plainly intended:

“2023 Project” shall have the meaning set forth in the Purchase and Use Agreement.

“2023 Real Property” means the real property, absent any improvements thereon including the Facilities, as described in Exhibit A hereto.

“Additional Real Property” means any real property made subject to this Base Lease pursuant to any supplement hereto.

“Base Lease Rent” means the amount set forth in Section 3.4 of this Base Lease.

“Base Lease Term” means the term of this Base Lease which begins on March ___, 2023, and ends on the earlier of (i) [March 1, 2053], or (ii) the date on which the Series 2023 Bond is discharged within the meaning of Section 3.19(d) of the Trust Agreement.

“City” means the City of Georgetown, South Carolina.

“City Council” means the City Council of the City, as the governing body of the City, and any successor body.

“Corporation” means the Georgetown Public Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

“Event of Default” means (i) with respect to the Purchase and Use Agreement, any Event of Default as defined in Section 8.1 of the Purchase and Use Agreement, and (ii) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

“Facilities” has the meaning given such term in the Purchase and Use Agreement.

“Installment Payments” means those payments required to be made by the City by Sections 4.1, 4.2, and 4.4 of the Purchase and Use Agreement.

“Ordinance” means the Ordinance enacted by the City Council on March 16, 2023, authorizing the City’s execution and delivery of this Base Lease and the Purchase and Use Agreement and consenting to the Trust Agreement.

“Purchase and Use Agreement” means the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the City.

“State” means the State of South Carolina.

“Trust Agreement” means the Trust Agreement dated of even date herewith between the Corporation and the Trustee.

“Trustee” means Regions Bank, a corporation organized and existing under the laws of the State of Alabama, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

Section 1.2 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document. Three asterisks mark the end of each Article.

Section 1.3 Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

* * *

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the City. The City represents, warrants and covenants as follows:

- (a) The City is a political subdivision of the State.
- (b) The acquisition of and subsequent demise and lease of the 2023 Real Property by the City to the Corporation, as provided in this Base Lease, in order to allow the Corporation to provide for acquisition of the 2023 Project by the issuance of the Series 2023 Bond and to provide for the sale of the Facilities to the City pursuant to the Purchase and Use Agreement will be or have been undertaken to enable the City to provide suitable public facilities in the City.
- (c) The City Council has full power and authority to enact the Ordinance and the City has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (d) Neither the execution and delivery of this Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound.
- (e) The City has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the City's interests in the 2023 Real Property and the Facilities shall be or may be impaired, changed, or encumbered in any manner whatsoever except as permitted by this Base Lease or the Purchase and Use Agreement.

Section 2.2 Representations by the Corporation. The Corporation represents, warrants and covenants as follows:

- (a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and has corporate power to enter into this Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver this Base Lease, the Purchase and Use Agreement, and the Trust Agreement, and the Corporation has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (b) The Corporation will acquire fee ownership of the 2023 Real Property and the Facilities on or before March 31, 2023 (the "***Acquisition Date***") under the terms of the PSA. The 2023 Real Property as it exists on the Acquisition Date will be free and clear of all liens, encumbrances, and restrictions (including, without limitation, leases) other than Permitted Encumbrances.
- (c) The sale of and subsequent lease back of the 2023 Real Property by the Corporation to the City, as provided in this Base Lease, in order to allow the Corporation to provide for acquisition of the 2023 Project by the issuance of the Series 2023 Bond and to

provide for the sale of the Facilities to the City pursuant to the Purchase and Use Agreement will be or have been undertaken by the Corporation to enable the City to provide suitable public facilities in the City.

(d) The execution and delivery of this Base Lease, the Purchase and Use Agreement, and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note, or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) To provide funds to defray the costs of the 2023 Project the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2023 Bond payable from and secured by the Installment Payments under the Purchase and Use Agreement.

* * *

ARTICLE III

CONVEYANCE AND LEASE OF THE 2023 REAL PROPERTY AND CONVEYANCE OF IMPROVEMENTS

Section 3.1 Conveyance of the 2023 Real Property; Lease of the 2023 Real Property. The Corporation conveys the 2023 Real Property to the City and the City accepts such conveyance from the Corporation as of the Acquisition Date. The Corporation shall retain ownership of the Facilities.

The City shall demise and lease to the Corporation and the Corporation shall lease from the City the 2023 Real Property for a term which begins on Acquisition Date, and ends on the expiration of the Base Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Base Lease.

The parties hereto agree to amend Exhibit A to this Base Lease by the execution of a Supplement to Base Lease Agreement, in substantially the form of Exhibit B attached hereto, from time to time, if the City acquires Additional Real Property which should become subject to this Base Lease. Such Supplement to Base Lease Agreement shall provide for the extension of the term of this Base Lease as necessary and for the payment of Base Lease Rent by the Corporation to the City.

Section 3.2 Purchase of the Facilities. Pursuant to the terms of the Purchase and Use Agreement, the Corporation will provide for the 2023 Project and will convey title to the Facilities to the City, but subject to the terms of the Trust Agreement and the reservation of certain rights under this Base Lease.

Section 3.3 Assignments, Subleases, and Mortgages. Except as contemplated by the Trust Agreement or permitted by the Purchase and Use Agreement, the Corporation may not (i) mortgage or otherwise encumber or assign its rights in the 2023 Real Property or the Facilities or any portion thereof under this Base Lease, (ii) lease, assign, transfer or otherwise dispose of its interest in the 2023 Real Property or the Facilities or any portion thereof or (iii) remove, modify, or alter the 2023 Real Property or the Facilities or any portion thereof, without the consent of the City.

Section 3.4 Rent and Other Consideration. As and for rental hereunder and in consideration for the leasing of the 2023 Real Property to the Corporation hereunder, the Corporation agrees (i) to pay to the City an annual amount of Base Lease Rent of One Dollar (\$1.00) per year, and (ii) to fulfill its obligations with respect to the Facilities as provided in the Purchase and Use Agreement.

Section 3.5 Taxes and Insurance. The City shall pay and have responsibility for all taxes on and insurance of the 2023 Real Property and the Facilities. All insurance shall provide that the proceeds shall be payable to the City, the Corporation, or the Trustee as their interests may appear.

Section 3.6 Granting of Easements, Rights of Way, Releases, and Substitutions of Property. (a) From time to time during the term hereof and so long as there is not an existing Event of Default under the Purchase and Use Agreement and there has not occurred an Event of

Nonappropriation (as defined in the Purchase and Use Agreement) that has not been waived by the Corporation or the Trustee (if applicable), the Corporation, at the request of the City, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities, or in such other instances as the City certifies are not inconsistent with or incompatible with the continued use of the balance of the 2023 Real Property for its intended purposes. Such instruments may, with the prior written consent of the Trustee, include a termination of this Base Lease with respect to such portion of the 2023 Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or remedies afforded to the Corporation hereunder or under the Purchase and Use Agreement. Any request from the City hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the City to the effect that: (i) the continued use of the 2023 Real Property affected thereby will not be impaired or hampered thereby; (ii) access to the 2023 Real Property for ingress and egress will be adequate for the purposes for which the 2023 Real Property is intended to be used; and (iii) the value of the 2023 Real Property to the City will not be significantly diminished thereby.

(b) The Corporation may, with the prior written consent of the Trustee, also terminate this Base Lease with respect to any portion of the 2023 Real Property deemed excess or unneeded for the continued operation of the Facilities and the related facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the City, upon receipt by the Corporation of the following: (i) a plat showing the location of the Facilities and related facilities and the portion of the 2023 Real Property deemed excess or unneeded; (ii) an amendment to Exhibit A hereto revising the description of the affected parcel of the 2023 Real Property; (iii) a certificate from an engineer or architect stating that the remaining 2023 Real Property will be adequate for the continued operation of the Facilities and related facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining 2023 Real Property for ingress and egress; and (iv) a certification from the City that the portion of the 2023 Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the Facilities and related facilities for the purposes for which they were designed or are then being used.

The City and the Corporation agree to amend Exhibit A to this Base Lease to substitute or release parcels of the 2023 Real Property or portions thereof in accordance with the provisions of this Section 3.6.

* * *

ARTICLE IV

TERMINATION

Section 4.1 Termination. (a) This Base Lease shall terminate upon the completion of the Base Lease Term; provided, however, in the event the City exercises the option to purchase the Facilities as provided in Section 9.1 of the Purchase and Use Agreement and satisfies the conditions thereof, then this Base Lease shall be considered terminated through merger of the leasehold interest with the interest of the City and, provided further, that upon any partition of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, this Base Lease shall be terminated with respect to that portion of the 2023 Real Property (the “*City Real Property*”) relating to any City Facilities (as defined in the Purchase and Use Agreement) and the City Real Property shall no longer be subject to this Base Lease and the Corporation shall have no interest therein.

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the City of its option to purchase as provided in Section 9.1 of the Purchase and Use Agreement, to quit and surrender the 2023 Real Property and that all title and interest in the Facilities and the 2023 Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances (as defined in the Purchase and Use Agreement). The Corporation agrees, upon any partition of the Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the City Real Property and that all title and interest in the City Facilities and the City Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances.

If an Event of Default under the Purchase and Use Agreement occurs or if the City fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right of possession of the portion of the 2023 Real Property (the “*Corporation Real Property*”) relating to the Corporation Facilities (as defined in the Purchase and Use Agreement) as the result of a partition as provided for in Section 2.4 of the Purchase and Use Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Base Lease upon whatever terms and conditions it deems prudent; provided that the Corporation Facilities shall always be operated in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the City has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings, and fixtures provided in connection with the use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term. Therefore, the City’s obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2023 Real Property and the Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the City with adequate public liability and comprehensive risk insurance covering any additions, alterations, furnishings and fixtures to the Corporation Facilities acquired, constructed or installed after the Partition Date, and shall pay all taxes relating to any additions, alterations, furnishings and fixtures located therein for the remainder of the Base Lease Term and will furnish the City with evidence thereof. In the event that the Corporation shall receive a payment for the transfer of its leasehold interest or total

rental payments for subleasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Bonds then Outstanding (as defined in the Trust Agreement) at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Corporation, its assigns or its lessee.

Section 4.2 Default by the Corporation. The City shall not have the right to exclude the Corporation from the 2023 Real Property or the Facilities or to take possession of the 2023 Real Property or the Facilities (except pursuant to the Purchase and Use Agreement) or to terminate this Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the Facilities granted to the City in Article IX of the Purchase and Use Agreement and after the payment of the purchase price specified therein and the other sums payable under the Purchase and Use Agreement, the Corporation fails to convey its interest in the Facilities to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the City may maintain an action, if permitted in equity, for specific performance.

Section 4.3 Quiet Enjoyment. Subject to the Purchase and Use Agreement, the Corporation at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the 2023 Real Property and the Facilities.

Section 4.4 No Merger. Except as expressly provided herein, no union of the interests of the City and the Corporation herein or in the Purchase and Use Agreement shall result in a merger of this Base Lease and the title to the Facilities.

Section 4.5 Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Corporation are fully corporate liabilities of the Corporation as a corporation, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Base Lease, including without limitation the obligation to make payment of the Base Lease Rent. No incorporator, member, director, or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Corporation hereunder.

Section 4.6 Maintenance of Premises. Subject to the provisions of the Purchase and Use Agreement, the Corporation covenants that it will maintain or cause to be maintained the 2023 Real Property, and will not cause, permit, or suffer to be caused or permitted waste thereto. At the conclusion of the term of this Base Lease, the 2023 Real Property shall be returned to the City, together with the Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Additional Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Purchase and Use Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the 2023 Real Property or the Facilities or any portion thereof, or remove any part thereof without the prior written consent of the City. Prior to an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2023

Real Property, the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2023 Real Property in like manner as provided therein with respect to Facilities, and the net proceeds from any insurance policies, performance bonds or condemnation awards shall be applied in the same manner for the benefit of 2023 Real Property as are Net Proceeds under Section 7.2 of the Purchase and Use Agreement. After an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2023 Real Property, the proceeds of any insurance policies, performance bonds, or condemnation awards allocable to the Corporation's interest in the 2023 Real Property shall be applied as directed by the Trustee either in the manner provided in Section 7.2 of the Purchase and Use Agreement or to the retirement of all Bonds then Outstanding and the excess, if any, remaining thereafter to such use as the City may direct.

* * *

ARTICLE V**CONTROL OF 2023 REAL PROPERTY AND
FACILITIES DURING BASE LEASE TERM**

Section 5.1 Control of 2023 Real Property and Facilities During Base Lease Term. Subject to the provisions of the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term, the Corporation shall have complete control over the 2023 Real Property and the Facilities and their operation.

* * *

ARTICLE VI

MISCELLANEOUS

Section 6.1 Covenants Running with the 2023 Real Property. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2023 Real Property and shall attach and bind and inure to the benefit of the City and the Corporation and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

Section 6.2 Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the City, and the Corporation, and their respective successors and assigns. The Trustee is a third-party beneficiary to this Base Lease.

Section 6.3 Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 6.4 Amendment, Changes, and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, if and to the extent required by the Trust Agreement, other than (i) to make any Additional Real Property subject to this Base Lease, or (ii) as provided in Section 3.6 hereof in connection with the granting of easements, releases, and substitutions.

Section 6.5 Execution in Counterparts. This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 6.6 Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State.

Section 6.7 Captions. The section and article headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions hereof.

Section 6.8 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Base Lease to be given to or filed with the City, the Corporation, or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

Section 6.9 Successors and Assigns. All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 6.10 Compliance. Notwithstanding anything in this Base Lease to the contrary, during the term of this Base Lease, neither the Corporation nor any assignee of the Corporation's interest hereunder nor any sublessee of the Corporation shall operate the Facilities for any purpose which is not in compliance with all applicable governmental rules, regulations and orders.

* * *

WITNESS the due execution of this Base Lease effective as of March 1, 2023.

**CITY OF GEORGETOWN, SOUTH
CAROLINA**

(SEAL)

Witnesses

By: _____
Mayor

Attest:

City Clerk

**GEORGETOWN PUBLIC FACILITIES
CORPORATION**

(SEAL)

Witnesses

By: _____
[], President

Attest:

[], Secretary

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness who on oath says, that (s)he saw the within named Georgetown Public Facilities Corporation, by [____], its duly authorized President, sign, seal and as its act and deed deliver the within Base Lease Agreement, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 20__.

 Notary Public for South Carolina
 Printed Name: _____
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw City of Georgetown, South Carolina by [____], its duly authorized Mayor, sign the foregoing Base Lease Agreement, and that she, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 20__.

 Notary Public for South Carolina
 Printed Name: _____
 My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE 2023 REAL PROPERTY

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

EXHIBIT B**FORM OF SUPPLEMENT TO BASE LEASE AGREEMENT
(ADDITIONAL REAL PROPERTY)**

THIS SUPPLEMENT TO BASE LEASE AGREEMENT (this “*Supplement*”) dated _____, 20__, by and between CITY OF GEORGETOWN, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “*City*”), and the GEORGETOWN PUBLIC FACILITIES CORPORATION, a South Carolina nonprofit corporation duly organized and existing under the laws of the State of South Carolina, as lessee (the “*Corporation*”).

WHEREAS, the City and the Corporation have entered into that certain Base Lease Agreement dated as of March 1, 2023 (the “*Base Lease*”), and pursuant to Section 3.1(a) thereof, enter into this Supplement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

The Base Lease is hereby amended to delete Exhibit A attached thereto and replace it in its entirety with Exhibit A-1 attached hereto.

Except as amended herein, the Base Lease shall remain in full force and effect.

WITNESSES:

CORPORATION:

GEORGETOWN PUBLIC FACILITIES CORPORATION

By: _____
Its: _____

CITY:

CITY OF GEORGETOWN, SOUTH CAROLINA

By: _____
Its: _____

Exhibit B

Form of Purchase and Use Agreement

INSTALLMENT PURCHASE AND USE AGREEMENT

between

GEORGETOWN PUBLIC FACILITIES CORPORATION
as Seller

and

CITY OF GEORGETOWN, SOUTH CAROLINA
as Buyer

\$[_____]

GEORGETOWN PUBLIC FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BOND
(CITY OF GEORGETOWN PUBLIC FACILITIES PROJECT)
SERIES 2023

Dated as of March 1, 2023

All right, title and interest of Georgetown Public Facilities Corporation in this Installment Purchase and Use Agreement (with certain exceptions) have been assigned to Regions Bank, as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

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INSTALLMENT PURCHASE AND USE AGREEMENT

This INSTALLMENT PURCHASE AND USE AGREEMENT dated as of March 1, 2023 (this “**Purchase and Use Agreement**”), is made and entered into by and between the GEORGETOWN PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a South Carolina nonprofit corporation, as seller, and the CITY OF GEORGETOWN, SOUTH CAROLINA (the “**City**”), a political subdivision of the State of South Carolina (the “**State**”), as buyer.

WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31, Code of Laws of South Carolina 1976, as amended;

WHEREAS, the City is a political subdivision of the State and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina, 1976, as amended (the “**Act**”), to enter into this Purchase and Use Agreement;

WHEREAS, the Corporation has been assigned the Purchase and Sale Agreement dated October 22, 2022 (the “**PSA**”), pursuant to which the Corporation will purchase the Facilities (as defined herein) and the 2023 Real Property (as such term is defined in the Base Lease), on or about March 31, 2023;

WHEREAS, the Corporation and the City have entered into a Base Lease Agreement dated of even date herewith (the “**Base Lease**”) pursuant to which the Corporation, after retaining the Facilities, will sell and convey and the City will purchase the 2023 Real Property and lease the same back to the Corporation;

WHEREAS, the costs of the 2023 Project are expected to be approximately [\$4,000,000];

WHEREAS, the Corporation will sell the Facilities, as improved, to the City pursuant to the terms of this Purchase and Use Agreement;

WHEREAS, in order to provide funds (together with other available amounts) to defray the costs of the 2023 Project and pay the costs of the Series 2023 Bond (as defined below), the Corporation has entered into a Trust Agreement, dated of even date herewith (the “**Trust Agreement**”), by and between the Corporation and Regions Bank, as trustee (the “**Trustee**”), and authorized the issuance of its \$[] Installment Purchase Revenue Bond (City of Georgetown Public Facilities Project), Series 2023 (the “**Series 2023 Bond**”);

WHEREAS, the City Council of the City of Georgetown (the “**City Council**”), the governing body of the City, has enacted an authorizing ordinance on March 16, 2023 (the “**Authorizing Ordinance**”), the provisions of which authorize the City to enter into an installment purchase transaction for the purpose of effecting the financing of the 2023 Project and the City’s purchase of the Facilities, subject to the conditions set forth in the Authorizing Ordinance; and

WHEREAS, the City has agreed to make certain payments (as defined herein, the “**Installment Payments**”) for the acquisition of the Facilities, and in return the Corporation has

agreed to issue the Series 2023 Bond for the purposes set forth herein, and, pending the acquisition of the Facilities pursuant to this Purchase and Use Agreement, the City shall be entitled to the use and occupancy of the 2023 Real Property and the Facilities and certain other rights; and

WHEREAS, all right, title, and interest of the Corporation in this Purchase and Use Agreement (with certain exceptions) including the right to receive Installment Payments, are being assigned by the Corporation to the Trustee under the Trust Agreement as security and a source of payment for the Series 2023 Bond.

NOW, THEREFORE, for and in consideration of the Corporation's undertaking of the 2023 Project, the undertaking of the City to pay the Installment Payments hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the City, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms not otherwise defined herein have the meanings provided therefor in the Trust Agreement or the Base Lease, unless some other meaning is plainly intended. In addition, the following terms shall have the meanings set forth below, unless some other meaning is plainly intended:

"2023 Project" means, subject to Section 3.1 hereof, the acquisition of the 2023 Real Property and acquisition, installation, renovation, and equipping of the Facilities. The 2023 Project is described on Exhibit B attached hereto.

"2023 Real Property" shall have the meaning set forth in the Base Lease. As of the date of this Purchase and Use Agreement, the 2023 Real Property is as described on Exhibit A hereof.

"Acquisition and Construction Contracts" means any acquisition or construction contract between the City, on behalf of the Corporation, and any developer, contractor or other person or between any contractor or subcontractor and other person (under which contract the City has rights thereunder) with respect to the 2023 Project to be financed with Bond Proceeds..

"Additional Bonds" has the meaning given such term in the Trust Agreement.

"Additional Facilities" means any facilities of the City acquired, improved, renovated or constructed by the Corporation with the proceeds of Additional Bonds and made subject to this Purchase and Use Agreement by an amendment to Exhibit B hereof.

"Additional Payments" means that portion of the Installment Payments specified in Sections 4.1, 4.2, and 4.4 hereof as Additional Payments.

"Additional Real Property" means any real property in addition to the 2023 Real Property that is or will become the site of Additional Facilities and as described in a supplement to the Base Lease.

“Available Sources” means any legally available funds lawfully appropriated by the City Council, and which may include, but is not limited to, general fund monies, utility fund monies, proceeds of general obligation debt or Additional Bonds.

“Base Lease” means the Base Lease Agreement dated of even date herewith, between the City and the Corporation, as it may be amended or supplemented from time to time.

“Base Payments” means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

“Bond Counsel” means a firm of nationally recognized bond counsel experienced in matters relating to the issuance of obligations of states or political subdivisions thereof.

“Bond Fund” means the fund of such name established pursuant to Section 5.5 of the Trust Agreement.

“Bond Proceeds” means the gross proceeds received from the issuance and sale of the Series 2023 Bond.

“City Agreements” means the Base Lease and this Purchase and Use Agreement.

“City Council” means the City Council of the City, as the governing body of the City, and any successor body.

“City Facilities” means that portion of the Facilities allocated to the City as the result of a partition under the provisions of Section 2.4 hereof.

“Completion Date” means the date on which the Corporation and the City provide the final requisition to the Trustee pursuant to Section 3.3(b) hereof.

“Corporation Facilities” means that portion of the Facilities allocated to the Corporation as the result of a partition under the provisions of Section 2.4 hereof.

“Costs Advanced” means the sum of all costs advanced by the City prior to the date hereof (1) in furtherance of the 2023 Project, (2) evidenced by paid invoices related to property acquisition, construction expenses, and architect and engineering expenses, and (3) properly chargeable to the capital account of the 2023 Project as certified by the City to the Trustee at the closing of the Series 2023 Bond. Costs Advanced total \$[_____]

“Environmental Laws” means all federal, State and local laws, rules, regulations, ordinances, programs, permits, guidance, orders and consent decrees relating to health, safety and environmental matters, including, but not limited to, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superfund and environmental cleanup programs and laws and U.S. Department of Transportation regulations.

“Event of Default” means any of the events set forth in Section 8.1 of this Purchase and Use Agreement.

“Event of Nonappropriation” means (i) the failure by the City, for any reason, to specifically budget and appropriate moneys for a Fiscal Year that may be lawfully used to pay amounts due hereunder for such Fiscal Year or (ii) the provision by a City Representative (as defined in the Trust Agreement) of written notice to the Corporation and the Trustee of the City’s intention to not appropriate funds that may be lawfully used to pay amounts due hereunder for a Fiscal Year. An Event of Nonappropriation will be deemed to occur on the earlier of the date on which the City gives notice to the Corporation and the Trustee under clause (ii) above or the July 15 following the commencement of a Fiscal Year in which a budget has been adopted which fails to appropriate amounts due hereunder for such Fiscal Year; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein. Notwithstanding the foregoing, an Event of Nonappropriation shall be deemed not to have occurred if the City adopts an ordinance prior to June 1 of any Fiscal Year authorizing the issuance of bonds, notes or other obligations for the purpose of paying all Installment Payments due in the succeeding Fiscal Year, notice of which is delivered timely to the Trustee.

“Facilities” has the meaning given such term in Exhibit B hereto.

“Facilities Use Agreement” means the lease agreement between the Corporation and the User, which was a condition of the sale of the 2023 Real Property and Facilities under the PSA.

“Fiscal Year” means the fiscal year of the City, currently beginning on each July 1 and ending on the succeeding June 30.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

“Hazardous Material” means and includes any pollutant, contaminant, or hazardous, toxic or dangerous waste, substance or material (including without limitation petroleum products, asbestos-containing materials and lead), the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

“Holder” or **“Bondholder”** means the Person in whose name a Bond is registered on the Register.

“Initial Installment Payment” has the meaning given such term in Section 4.1 hereof.

“Installment Payments” means the payments to be paid by the City pursuant to Sections 4.1, 4.2 and 4.4 hereof, including Base Payments and Additional Payments, and shall include, without limitation, the Initial Installment Payment.

“Net Proceeds” when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or any proceeds resulting from default under, or recovery under performance and payment bonds related to, any Acquisition or Construction Contract relating to the 2023 Project, or proceeds from any liquidation of any part of the Facilities, means the amount remaining after deducting from the gross proceeds thereof all expenses, including, without limitation, reasonable attorney’s fees and costs, incurred in the collection of such proceeds or award.

“Outstanding” has the meaning given such term in the Trust Agreement.

“Partition Consultant” means a person, firm or corporation selected by the Trustee, who or which is experienced in public finance and in the valuation of public facilities and is not a full-time employee of the Trustee, the City or the Corporation.

“Partition Date” has the meaning given such term in Section 2.4 hereof.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Sections 4.1 and 4.2, respectively, hereof; (ii) the other Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which do not interfere with or impair the use of the 2023 Real Property or the Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to provide notice of security interests pursuant to this Purchase and Use Agreement or the Trust Agreement; (v) the Facilities Use Agreement; and (vi) the matters described on Exhibit C hereto.

“Project Fund” means the fund of such name established pursuant to Section 5.2 of the Trust Agreement.

“Purchase Option Price” means an amount equal to the amount required to defease or otherwise discharge the Series 2023 Bond Outstanding under the Trust Agreement plus the amount of any Additional Payments which are due or accrued hereunder at the time which any purchase option hereunder is exercised.

“Purchase Price” means the sum of all Base Payments to be made hereunder which Purchase Price may be recalculated in the event of any prepayment of Base Payments provided for in Section 9.1 hereof.

“Security Documents” means this Purchase and Use Agreement, the Base Lease, the Trust Agreement, financing statements, if any, and any other instruments or documents providing security for the Holder of the Series 2023 Bond, provided all Security Documents, or copies thereof, must be filed with the Trustee.

“Series 2023 Bond” means the \$[] Installment Purchase Revenue Bond (City of Georgetown Public Facilities Project), Series 2023 of the Georgetown Public Facilities Corporation, authorized by and secured under the Trust Agreement.

“State” means the State of South Carolina.

“Waiver Period” means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending and including the date that is the 15th day prior to the first Bond Payment Date occurring in the Fiscal Year in which such Event of Nonappropriation occurs.

“User” means one or both of the entities that formerly owned the 2023 Real Property and the Facilities.

Section 1.2 Rules of Construction. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement unless the context clearly indicates to the contrary. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document. Three asterisks mark the end of each article.

Section 1.3 City Representations, Warranties and Covenants. The City makes the following representations, warranties, and covenants:

(a) The City is a political subdivision of the State and has full power and legal right to enter into this Purchase and Use Agreement and the Base Lease and to perform its obligations hereunder and thereunder. The City’s actions in making and performing its obligations under this Purchase and Use Agreement and the Base Lease have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument, or other document by which the City or its properties are bound.

(b) The City is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The City will take such action as is necessary to ensure that the proceeds of the Series 2023 Bond and Initial Installment Payment are applied solely to pay the costs of the 2023 Project and will take such action as is necessary to assure that the 2023 Project is completed, furnished, and occupied by the City. In the event the amounts available from the Bond Proceeds together with the Initial Installment Payment appear to be insufficient for such purpose, the City will use its best efforts to provide for the payment of such costs from Available Sources.

(d) Other than the limited usage under the Facilities Use Agreement (as defined herein), which shall be reviewed and approved by Bond Counsel prior to any execution and delivery, no portion of the Facilities will be used in the trade or business of a person who is not a “political subdivision” within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel, or as may be described in the Tax Certificate.

(e) There is no fact which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the City, its status as a political subdivision of the State within the meaning of Section 103(c)(1) of the Code,

its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations under this Purchase and Use Agreement and the Base Lease.

(f) There are no proceedings pending or, to the knowledge of the City, threatened in writing against or affecting the City, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the City, or the corporate existence or powers or ability of the City to enter into and perform its obligations under this Purchase and Use Agreement and the Base Lease.

(g) The execution and delivery of the City Agreements, and the consummation of the transactions provided for herein and therein, and compliance by the City with the provisions of the City Agreements:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the City; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City (other than this Purchase and Use Agreement) or any governmental restriction to which the City is a party or by which the City, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the City Agreements or the City's ability to perform fully its obligations under the City Agreements; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the City, its properties or operations are subject.

(h) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Purchase and Use Agreement, or the passage of time or giving of notice or both, would constitute an Event of Default. The City is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the City with the terms hereof, or the other Security Documents), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(i) This Purchase and Use Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Purchase and Use Agreement is subject in its entirety to the right of the City to terminate this Purchase and Use Agreement and all the terms and provisions hereof by

failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 hereof.

(j) The use and the operation of the 2023 Real Property and the Facilities in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2023 Real Property and the Facilities including, without limitation, Environmental Laws. The City has caused or will cause the 2023 Project to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality. The City will operate or will cause the Facilities to be operated in compliance with the requirements of all such laws, ordinances, rules and regulations, including, without limitation, Environmental Laws. The City further covenants and agrees to comply in all material respects with and materially conform to, or use its reasonable efforts to cause other persons whose obligation it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the 2023 Real Property and the Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2023 Real Property and the Facilities, including building and zoning codes and ordinances (collectively, the “**Legal Requirements**”), provided that the City shall not be in default hereunder so long as the City promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the City commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply and conform does not subject the 2023 Real Property or the Facilities to any material danger of being forfeited or lost as a result thereof. The City possesses or will possess, and the City hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the Facilities. The City covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the Facilities.

(k) The City has approved the formation of the Corporation and the issuance by the Corporation of the Series 2023 Bond.

(l) The City has not terminated any lease, lease-purchase agreement or installment purchase agreement by nonappropriation.

(m) The officer of the City charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council in any Fiscal Year in which this Purchase and Use Agreement shall be in effect, provision for all Installment Payments required for such Fiscal Year under this Purchase and Use Agreement.

(n) To its knowledge, Hazardous Materials have not at any time been generated, used, treated, recycled, stored on, or transported to or from, or released, deposited or disposed of on the portion of the 2023 Real Property owned by it on the date hereof other than in compliance at all times with all applicable Environmental Laws.

Section 1.4 Corporation Representations, Warranties, and Covenants. The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right, and authority to enter into this Purchase and Use Agreement, the Trust Agreement and the Base Lease and to perform each and all of the obligations of the Corporation provided herein and therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, this Purchase and Use Agreement, the Base Lease, and the Trust Agreement and each of the Acquisition and Construction Contracts to which it is or will be a party.

(c) By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver this Purchase and Use Agreement, the Base Lease, and the Trust Agreement.

(d) The execution and delivery by the Corporation of this Purchase and Use Agreement, the PSA, the Base Lease, and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of this Purchase and Use Agreement, the Base Lease, the PSA, and the Trust Agreement, and each of the Acquisition and Construction Contracts to which it is or will be a party, has been or will be duly executed and delivered by the Corporation and constitutes or will constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) There is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver, or perform its obligations under this Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations and ordinances, including, but not limited to, those applicable to the Corporation's activities in connection with this Purchase and Use Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) To defray the costs of the 2023 Project, and for such other purposes contemplated hereby and by the Trust Agreement, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2023 Bond payable from and secured by the Installment Payments under this Purchase and Use Agreement.

* * *

ARTICLE II

INSTALLMENT SALE OF FACILITIES; USE OF 2023 REAL PROPERTY AND FACILITIES AND TERM THEREOF

Section 2.1 Installment Sale of Facilities; Use of 2023 Real Property and Facilities; Term. The Corporation hereby agrees to sell the Facilities to the City in accordance with the provisions hereof. On the date hereof, the Corporation has a valid leasehold interest in the 2023 Real Property (that will begin as set forth in the Base Lease) and will retain fee title to the Facilities thereon until transferred under the terms of this Purchase and Use Agreement.

Upon the payment of each payment of Base Payments from funds other than amounts constituting Bond Proceeds (including income from the investment of such amounts), title to an undivided interest in the Facilities equal to that percentage of the Purchase Price represented by such payment will transfer from the Corporation to the City without further action by either party hereto.

Any prepayment of Base Payments which is used to redeem the Series 2023 Bond will result in a recalculation of the Purchase Price to take account of such prepayment and, upon the making of such prepayment, the City shall be credited with an undivided ownership interest in the Facilities equal to that percentage of the total Purchase Price, as adjusted, represented by the total of all Base Payments made, including the prepayment on such date.

Subject to the provisions of Article VIII hereof, the City shall have the exclusive right to occupy and use the 2023 Real Property and the Facilities during the term hereof, including the limited right to lease the 2023 Real Property and the Facilities to the User for a period ending December 31, 2023 under the terms of the Facilities Use Agreement. Subject to the provisions of Sections 2.2 and 2.3 hereof, this Purchase and Use Agreement shall be for a term beginning with the date of execution and delivery hereof, and ending on _____, 20__.

During the term hereof, the City may permit use of portions of the 2023 Real Property and the Facilities subject to the following limitations: (i) the 2023 Real Property and the Facilities shall not be used in any manner that interferes with the use of such property by the City for the purposes for which it was designed or is then being used; (ii) any such agreement shall be voidable by the Trustee upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iii) the City shall monitor all such use, including the Facilities Use Agreement, to ensure continued compliance with the provisions of the Tax Certificate, if any, relating to the Series 2023 Bond and Section 5.3 hereof.

Section 2.2 Termination. The term of this Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

- (a) the occurrence of an Event of Nonappropriation which is not thereafter duly waived or cured pursuant to subsections (c) and (d) of Section 4.7 hereof;
- (b) the purchase by the City of all of the Facilities as provided in Article IX of this Purchase and Use Agreement;

(c) the occurrence of an Event of Default under and termination of this Purchase and Use Agreement by the Corporation or Trustee under Article VIII hereof; or

(d) the later of _____, 20____, which date constitutes the last day of the term hereof, or such date as all Installment Payments due hereunder shall be paid in full.

Termination of this Purchase and Use Agreement shall terminate all obligations of the City under this Purchase and Use Agreement, including its obligations to pay future Installment Payments, and other amounts that have not been appropriated (excluding, however, amounts payable under Section 2.3 hereof and other amounts specifically provided for herein), subject to identification as provided in Section 2.4 hereof, shall terminate the City's rights of possession under this Purchase and Use Agreement of the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of this Purchase and Use Agreement); but all other provisions of this Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided herein, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of this Purchase and Use Agreement shall not impair the City's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

Section 2.3 Holdover Terms. In the event the City fails to deliver possession to the Corporation of the Corporation Facilities or any part thereof pursuant to Section 2.4 hereof, the City shall be unconditionally liable for the payment of all Installment Payments, including Additional Payments, for successive [six month] periods with each such period commencing on the Bond Payment Date following the last due date of Base Payments hereunder until the City delivers possession of the Corporation Facilities to the Corporation. The obligations of the City under this Section 2.3 shall not in any manner constitute a pledge of the full faith, credit, or taxing power of the City within the meaning of any State constitutional or statutory provision.

Section 2.4 Surrender of Possession Upon Termination; Partition of Undivided Interests. Upon (i) the occurrence of an Event of Default or an Event of Nonappropriation that results in termination hereof or (ii) termination of all rights of the City hereunder, and at the written direction of the Trustee, the City and the Corporation shall proceed to partition the Facilities so that the percentage of undivided interests in the title to the Facilities will be converted, to the extent feasible, into like percentages of title to the Facilities in accordance with Exhibit E hereof and the following provisions. The date upon which the Trustee gives such written direction shall be the "**Partition Date**."

Division of Facilities. Within a reasonable time after the Partition Date (but in no event longer than 60 days after the Partition Date), the City and the Corporation shall propose a division of the Facilities or, in the event the City and the Corporation notify the Trustee in writing that they are unable to agree on a proposed division or they have not proposed a division of the Facilities within the time period provided by the previous sentence, the Trustee and the Partition Consultant, if selected, shall propose a division of the Facilities within a reasonable time after the Partition Date. In all events, Trustee may select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the Facilities. Any such Partition Consultant shall be approved in writing by the Holders. The Trustee and the Partition Consultant, if selected, shall endeavor, to the extent practicable, to allocate the Facilities between

the City and the Corporation in a fair and equitable fashion taking into account the following factors: (1) if portions of the Facilities will be assigned to each of the Corporation and the City, the Trustee and the Partition Consultant, if selected, shall propose such partition as will, in the aggregate, best protect the interests of the Holder (subject to the provisions of this Section 2.4); and (2) the deletion, reduction or release (without exchange or substitution) of any Released Facility pursuant to Section 5.1(c) hereof or pursuant to the last two paragraphs of Section 3.6 of the Base Lease shall be taken into account for purposes of determining the portions of the Facilities to be allocated between the Corporation and the County.

Valuation of Facilities. For purposes of any partition, the Facilities will be valued based on insured values at the time of partition, although the percentage of the Facilities being purchased on an annual basis through Installment Payments is set forth on Exhibit E hereof. In allocating the Facilities to the percentage of undivided interests in the Facilities to be conveyed to the City or retained by the Corporation, such insured values (at time of petition) and percentages set forth on Exhibit E hereof shall be used rather than the current market or other valuation of the Facilities.

Partition Report; Finality. The Trustee and the Partition Consultant, if selected, shall make a report regarding the division of the Facilities as soon as practicable after the Partition Date. The partition report shall be final and binding upon all parties.

Partial Conveyance. In the event that portions of the Facilities are assigned to the City and the Corporation, the City and the Corporation shall be tenants in common as to the Facilities for the remaining term of the Base Lease; provided, however (i) the City shall remain liable and responsible for its liabilities, expenses and obligations with respect to any third party contracts relating to such building/facility, and (ii) all revenues due the City pursuant to any such third party contracts relating to such Facilities shall be applied first to the City's liabilities, expenses and obligations related to the Facilities thereunder (including, but not limited to, maintenance, maintenance reserves, taxes and insurance), with any remainder split between the Corporation and the City in accordance with their respective ownership interest in the Facilities. Notwithstanding the foregoing, the City shall have the option within 60 days after the partition report becomes final to purchase the Corporation's interest in such building/facility for a price equal to the value of the Corporation's interest in the Facilities in accordance with Exhibit E hereof, and upon such conveyance the Corporation shall have no further interest in the Facilities. Failing the exercise of such option, the City and Corporation shall remain tenants in common as described above.

Instruments of Conveyance. Within a reasonable time (but in no event sooner than 30 days or later than 60 days) after the partition report becomes final, the City and the Corporation shall exchange deeds or other instruments vesting title to such of the Facilities as is required to effect such partition; provided, however, that any conveyance deed or other instrument made by the Corporation shall be made in the manner and subject to the conditions set forth in Section 9.2 hereof. Immediately thereafter, the City shall deliver up or cause to be delivered up peaceable possession of the Corporation Facilities to the Corporation, together with the related portion of the 2023 Real Property, without delay, in good repair and operating condition, excepting reasonable wear and tear.

* * *

ARTICLE III

USE AND DISBURSEMENT OF PROCEEDS

Section 3.1 Issuance of Series 2023 Bond; Purchase and Installation or Construction of the 2023 Project. (a) Upon the issuance of the Series 2023 Bond, the Trustee will deposit the proceeds of the Series 2023 Bond into the 2023 Project Fund in the amounts specified in Section 5.1 of the Trust Agreement, to be used to defray the cost of the 2023 Project.

(b) The Corporation and the City acknowledge that the City, as agent for the Corporation, will be responsible for obtaining any and all Acquisition and Construction Contracts necessary or appropriate for the purchase and installation, or for any construction or installation to be performed in connection with the 2023 Project and the City shall be the agent of the Corporation for all such purposes.

(c) The City may install machinery, equipment, and other tangible personal property in the Facilities and on the 2023 Real Property and all such machinery, equipment and other tangible personal property not acquired or financed with the Bond Proceeds or the Initial Installment Payment will remain the sole property of the City.

Section 3.2 Administration of Acquisition and Construction Contracts. The City shall be responsible for preparing, administering, amending, and enforcing the Acquisition and Construction Contracts entered into or to be entered into with respect to the 2023 Project and for litigating or settling all claims thereunder. The City and the Corporation, as their interests may appear, will be entitled to the benefit of all warranties, guaranties and indemnities provided under the Acquisition and Construction Contracts and by law.

Section 3.3 Notices and Permits. The Corporation shall cooperate with the City in order to give or cause to be given all notices and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of public authorities applying to or affecting the conduct of any work relating to the 2023 Project. To the extent permitted by law, the City will defend and save the Corporation the Trustee and their respective members, directors, officers, agents, and employees harmless from all liabilities, damages, or fines due to failure to comply therewith.

Section 3.4 Disbursements from the 2023 Project Fund and the 2023 Cost of Issuance Fund. (a) The Bond Proceeds (net of any costs of issuance) shall be deposited by the Trustee into the 2023 Project Fund (and the accounts therein described in Section 5.2 of the Trust Agreement). As provided in Section 5.1 of the Trust Agreement, disbursements from the 2023 Cost of Issuance Funds (as described in Section 5.2 of the Trust Agreement) shall be made to provide for payment of the costs of issuance of the Series 2023 Bonds, and disbursements from the 2023 Project Fund shall be made to defray the costs of the 2023 Project and to fund certain reserve funds, if any, as set forth in Section 5.3 of the Trust Agreement..

(b) As provided in Section 5.3(b) of the Trust Agreement, the final requisition from the Project Fund shall contain, among other things, a certification by the Corporation and the City stating that the 2023 Project has been substantially completed in accordance with the terms

and conditions of this Purchase and Use Agreement and compliance in all material respects with all applicable governmental regulations. As used in this paragraph, “substantial completion” of the 2023 Project shall mean completion such that the equipment and improvements undertaken in connection therewith are in working condition notwithstanding the fact that certain minor items of work remain to be done.

(c) Upon receipt of the final requisition with respect to the 2023 Project, the Trustee shall apply any balance then remaining in the Project Fund in the manner provided in Section 5.4 of the Trust Agreement.

Section 3.5 Defaults Under Acquisition and Construction Contracts. In the event of any material default by a supplier, contractor or subcontractor under any of the Acquisition and Construction Contracts, or in the event of a material breach of warranty with respect to any property, fixtures, materials, workmanship, or performance under any Acquisition and Construction Contract, the City and the Corporation shall promptly proceed, and may do so in conjunction with others, to pursue diligently such remedies as are available against the applicable supplier, contractor or subcontractor and/or against any surety of any bond securing the performance of the Acquisition and Construction Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney’s fees and costs), and after reimbursement to the City or the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement.

Section 3.6 Worker’s Compensation Insurance. The City and the Corporation shall take such steps as are necessary to ensure that worker’s compensation insurance is in force with respect to any Acquisition and Construction Contracts.

Section 3.7 Contractor’s Performance. The City and the Corporation shall take such steps as are necessary to ensure the contractor’s performance in the same manner as would be applicable to any contracts of the City.

The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the contractor’s performance remaining after deduction of expenses incurred in such recovery (including without limitation, attorney’s fees and costs), and after reimbursement to the City and the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement.

Section 3.8 General Public Liability and Property Damage Insurance. The City and the Corporation shall take such steps as are necessary to ensure that comprehensive general public and property damage liability insurance with respect to the 2023 Project are provided in the same manner as would be applicable to any contracts of the City. The Net Proceeds of any

insurance policies required by this section or any amounts recovered by way of damages, refunds, adjustments, proceeds or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such the City or the Corporation of any amounts not to exceed \$100,000 theretofore paid by the City or the Corporation and not previously reimbursed to the City or the Corporation for actions taken by the City or the Corporation recovery (including without limitation, attorney's fees and costs), and after reimbursement to restore damaged portions of the Facilities to a condition necessary to secure the Facilities and prevent further loss shall be paid into the Project Fund before the Completion Date or, if received thereafter, shall be deposited as provided in Section 7.2 of this Purchase and Use Agreement.

* * *

ARTICLE IV

INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE

Section 4.1 Installment Payments.

(a) *Installment Payments to Constitute a Current Expense of the City.* The Corporation and the City understand and intend that the obligation of the City to pay Installment Payments hereunder shall constitute a current expense of the City and is dependent upon lawful appropriations of funds being made by the City Council from Available Sources to pay Installment Payments due in each Fiscal Year hereunder, and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City.

It is understood and agreed that an initial Installment Payment (the “*Initial Installment Payment*”) shall be paid by the City as of the date hereof as a single payment in the amount of [\$849,450] and that the sources of funds from which the City intends to make the Initial Installment Payments are Available Sources, and the City has identified such sources and approved the amounts of such funds from such sources for use in making the Initial Installment Payment. [It is also understood and agreed that Costs Advanced by the City in furtherance of the 2023 Project prior to the date hereof in the amount of [\$849,450] shall result in a proportionate percentage ownership interest in the 2023 Project as reflected in Exhibit E.]

(b) *Payment of Base Payments.* Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 15th day of the month prior to each Bond Payment Date during the period this Purchase and Use Agreement is in effect, the City shall pay to the Trustee as assignee of the Corporation, the Base Payments (exclusively from Available Sources specifically budgeted and appropriated for such purpose in lawful money of the United States of America), which payments shall be made to the Trustee as assignee of this Purchase and Use Agreement, in the amounts set forth on Exhibit D hereto; provided, that nothing herein shall constitute a pledge of the Available Sources, general tax revenues, funds, moneys, or credit of the City, and payments on account thereof, if and when received by the Trustee, shall satisfy the City’s obligation to make any Base Payment then due and shall constitute such Base Payment to the extent received. Each payment of the Base Payments, and the payment of the Initial Installment Payment, shall be in consideration for the conveyance of title to an undivided ownership interest in the Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of the Base Payments and the Initial Installment Payment, the City shall be entitled to the use and occupancy of all of the 2023 Real Property and the Facilities during the applicable Fiscal Year in which such payments are or will be made.

(c) *Payment of Additional Payments.* The City agrees to pay, subject to the provisions of Section 4.7 hereof, the following amounts as Additional Payments together with such other sums as are provided for herein:

(i) The amounts provided for in Sections 4.2 and 4.4 hereof to the parties referred to therein;

(ii) Any amounts due upon receipt of written notice from the Trustee pursuant to Section 5.5(e) of the Trust Agreement;

(iii) Within the period of time specified in Sections 5.5(e) and 5.7(i) of the Trust Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account at the applicable Reserve Requirement (as such term is defined in the Trust Agreement) as may be required pursuant to said Sections 5.5(e) and 5.7(i) of the Trust Agreement;

(iv) All reasonable costs and expenses incurred or to be paid by the Corporation or the Trustee, as the case may be, under the terms of this Purchase and Use Agreement or the Trust Agreement, including, without limitation, the amounts specified in Section 4.4 hereof and amounts payable by the Corporation pursuant to or contemplated by repurchase, forward delivery, or other investment agreements which are Permitted Investments under the Trust Agreement; and

(v) Amounts required to pay premiums on insurance for the 2023 Real Property or the Facilities if such amounts are not paid directly by the City to the applicable insurer.

The Corporation may, but shall be under no obligation to, advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2023 Real Property and the Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2023 Real Property and the Facilities, (iii) to obtain and maintain insurance for the 2023 Real Property and the Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by this Purchase and Use Agreement or the Base Lease. As provided in Section 6.11 of the Trust Agreement, the Trustee may take any such action. Any such advances shall continue to be due as Additional Payments hereunder.

(d) *Credits.* The City shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in the Trust Agreement. In addition to the credit provided in the preceding sentence, the amount payable by the City as Base Payments will be reduced by the amount of money in the applicable subaccount of the Acquisition Account (as such term is defined in the Trust Agreement) to be credited against those payments, including without limitation accrued interest on the Series 2023 Bond to the extent such amounts will be used to make payments on the Series 2023 Bond. In this connection, if applicable, when amounts remaining in a subaccount of the Reserve Account equal or exceed the remainder of the applicable Base Payments due, such amounts shall be transferred to the applicable subaccount of the Acquisition Account as and when needed for payment of such Base Payments.

(e) *Continuation of Term by City.* The City has no reason to believe, as of the date hereof, that it will not continue making Installment Payments through the entire term of this Purchase and Use Agreement, and reasonably believes that it will pay the Installment Payments due or coming due hereunder in order to continue to use the Facilities. The City presently intends to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times, together with other Available Sources, sufficient to make Base Payments when due; provided, however, that the City makes no representation or warranty as to its ability

to issue general obligation debt in the future. The City shall deliver notice to the Trustee within five days of receipt of a petition conforming to Section 5-17-20 of the Code of Laws of South Carolina 1976, as amended, requesting repeal of an ordinance authorizing general obligation debt.

All representations and covenants contained in this Purchase and Use Agreement are subject to the ability of the City to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof.

Section 4.2 Installment Payments Not Subject to Reduction, Offset, or Other Credits.

(a) The City and the Corporation intend that this Purchase and Use Agreement shall yield, net, the Base Payments specified in Section 4.1 hereof during the term of this Purchase and Use Agreement, and that all costs, expenses, liabilities and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against holders of real or personal property, insurance premiums, utility charges and assessments and all operation, maintenance, repair, and upkeep expenses relating to the 2023 Real Property and the Facilities and the use of the 2023 Real Property and the Facilities which do not constitute Base Payments, or other obligations relating to the 2023 Real Property and the Facilities which may arise or become due during the term of this Purchase and Use Agreement and which the Corporation except for this Purchase and Use Agreement or the terms of the Base Lease would ordinarily be required to pay as owner of the 2023 Real Property and the Facilities (regardless of whether the City as owner would be so required to pay) shall either be paid under the provisions of the Base Lease or be included in the Installment Payments and paid by the City as Additional Payments under this paragraph (a). The City acknowledges that, under the provisions of the Base Lease, it has retained responsibility for the payment of taxes and insurance on the 2023 Real Property and the Facilities and the property associated therewith and the obligations of the City under the Base Lease are not subject to the limitations of Section 4.6 hereof.

(b) All payments of Additional Payments referred to in Section 4.2(a) above shall be made by the City in immediately available funds on a timely basis directly to the person or entity to which such payments are owed; provided, however, subject to the terms hereof and the other Security Documents, the City shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialman's lien or encumbrance, or any other imposition or charge against the 2023 Real Property and the Facilities or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the City shall, after prior written notice to the Corporation and the Trustee, at the City's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent (i) the collection of the tax, lien, assessment, encumbrance, imposition or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and (ii) the sale of the Facilities or any part thereof to satisfy the same or to enforce such compliance; provided further, that the City shall have given reasonable security as may be demanded by the Corporation, the Trustee, or both, to insure such payment and prevent any sale or forfeiture of the Facilities or any part thereof by reason of such nonpayment or noncompliance.

Section 4.3 Prepayment of Installment Payments. The City may prepay Installment Payments in whole or in part as provided in, and under the conditions prescribed under, Sections 7.2 and 9.1 hereof, or at any time that the City so determines for the purpose of providing for the redemption of Series 2023 Bond as provided in Section 4.1 of the Trust Agreement. The City shall notify the Trustee in writing of the dates on which the Series 2023 Bond corresponding to any prepayment hereunder are to be redeemed or purchased (as applicable) and the amount to be so redeemed or purchased on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such reasonable information and reports as may be necessary to establish the sufficiency of the payments to be made at the time of such prepayment or purchase, respectively.

Section 4.4 Administrative Expenses. Subject to the provisions of Section 4.7 hereof, the City shall pay as Additional Payments (i) the periodic fees and expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Series 2023 Bond, and (ii) any expenses, including, but not limited to, fees for legal, financial and accounting services, and costs of directors and officers insurance incurred by the Corporation or the Trustee to compel full and punctual performance of this Purchase and Use Agreement in accordance with the terms hereof.

Section 4.5 Assignment of Purchase and Use Agreement, Manner of Payment. As security for and the source of payment of the Series 2023 Bond, pursuant to the Trust Agreement, the Corporation has assigned to the Trustee all of its right, title and interest in and to this Purchase and Use Agreement, except for the right of the Corporation to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 4.2, 4.4, and 5.5 hereof and to receive notices thereunder. The City consents and agrees to the assignment of this Purchase and Use Agreement as provided herein. The City covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Purchase and Use Agreement, and to make all payments required by the City under this Purchase and Use Agreement (other than payment for indemnity and fees and expenses of the Corporation) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the City may have with the Corporation or the Trustee.

Section 4.6 Limited and Special Obligation of City. Upon the occurrence of an Event of Nonappropriation, this Purchase and Use Agreement may be terminated as of the end of the last Fiscal Year, which is not affected by such Event of Nonappropriation, and the City shall not be obligated to pay the Installment Payments provided for in this Purchase and Use Agreement beyond the end of such Fiscal Year (except as otherwise provided herein). If this Purchase and Use Agreement is terminated under this Section 4.6 or as provided in Section 4.7 or Section 2.2, the City agrees to peaceful delivery of that portion of the Facilities to be retained by the Corporation or its assigns as provided in Section 2.4 hereof.

The obligations of the City to make Installment Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Purchase and Use Agreement. Notwithstanding any dispute involving the City and any of the Corporation, any contractor, subcontractor, or supplier of materials or labor, or any other person, the City shall make all Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall the City assert any defense or right

of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Purchase and Use Agreement.

The City's obligation to make Installment Payments during the term of this Purchase and Use Agreement shall not be abated through accident or unforeseen circumstances. The City agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Purchase and Use Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the 2023 Real Property or the Facilities, failure of the Corporation to complete the acquisition, construction, installation, or equipping of the 2023 Project, failure of the City to occupy or to use the Facilities as contemplated in this Purchase and Use Agreement or otherwise, any change or delay in the time of availability of the 2023 Real Property or the Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2023 Real Property or the Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2023 Real Property or the Facilities or in the suitability of the 2023 Real Property or the Facilities for the City's purposes or needs, failure of consideration, the invalidity of any provision of this Purchase and Use Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2023 Real Property or the Facilities, the taking by eminent domain of title to or the use of all or any part of the 2023 Real Property or the Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Purchase and Use Agreement.

Nothing contained in this section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained. In the event the Corporation should fail to perform any such agreement on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations under this Purchase and Use Agreement. The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use under this Purchase and Use Agreement, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request. It is the intention of the parties that the payments required by this Purchase and Use Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the City's obligation to pay Installment Payments hereunder as set forth above.

The obligations of the City under this Purchase and Use Agreement shall not constitute a pledge of the full faith, credit, or taxing power of the City within the meaning of any State constitutional or statutory provision.

Section 4.7 Event of Nonappropriation. Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If written notice is given by a City Representative to the Corporation and the Trustee that it will not appropriate funds from any Available Source in the next succeeding Fiscal Year for payment of Installment Payments or if an Event of Nonappropriation is otherwise deemed to have occurred, the Trustee shall as soon as practicable give written notice to the City and the Corporation stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(b) Subject to Article VIII hereof and the provisions of subsections (c) and (d) of this Section 4.7, this Purchase and Use Agreement will be terminated pursuant to Section 2.2.

(c) Subject to Article VIII hereof and the provisions of subsection (d) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation if (i) such Event of Nonappropriation is cured by the City before the Waiver Period has expired, or (ii) the Trustee, acting upon the direction of the Holders of the majority in aggregate principal amount of the Bonds then Outstanding, elects to waive such Event of Nonappropriation for any reason.

(d) Subject to Article VIII hereof and notwithstanding the provisions of subsection I of this Section 4.7, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (i) of the definition thereof) which is cured by (i) the City's specifically budgeting and appropriating, prior to expiration of the Waiver Period, moneys sufficient to pay Installment Payments coming due hereunder for such Fiscal Year that may be lawfully used to make such payment, or (ii) the issuance of bonds, notes or other obligations prior to the expiration of the Waiver Period, and the appropriation of the proceeds thereof, for the purpose of, and providing sufficient funds for, refunding, refinancing and discharging the Series 2023 Bond then Outstanding.

If an Event of Nonappropriation occurs and is not waived, the City shall not be deemed to be in default under this Purchase and Use Agreement and shall not be obligated to make payment of any future Installment Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, the City shall continue to be liable for Installment Payments pursuant to Section 2.3 hereof.

The City, in all events, shall cooperate with the Corporation and the Trustee in making the partition required under Section 2.4 hereof and shall vacate and deliver over to the Trustee the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Trust Agreement for the benefit of the Holders of the Series 2023 Bond. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such Event of Nonappropriation occurs by notice, or the July 16 following (i) the July 15 on which the City fails to specifically budget and appropriate sufficient moneys to pay the Installment Payments due hereunder, or (ii) the June 1 on which the City fails to enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying the Installment Payments due hereunder, the Trustee shall, or

may, as the case may be, proceed to exercise its remedies, liquidate its interest in this Purchase and Use Agreement or lease the Corporation Facilities (after the partition and delivery thereof pursuant to Section 2.4 hereof) as provided in Section 8.2 hereof after such dates as follows: (a) on July 2 of a Fiscal Year in the event that a City Representative has provided written notice to the Corporation and the Trustee of the City's intention to not appropriate funds that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (b) on July 16 of a Fiscal Year in the event that (i) the City fails by the next preceding day to specifically budget and appropriate sufficient moneys that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (ii) the City did not by the preceding June 1 enact an ordinance authorizing the issuance of general obligation bonds for the purpose of and in principal amount sufficient to pay Installment Payments due hereunder in such succeeding Fiscal Year. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Trust Agreement.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, in the event that the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement, or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including attorneys' and other fees and expenses of the Trustee, and all other amounts which are payable hereunder, in excess of the principal amount of the Outstanding Series 2023 Bond at the time of the Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee.

* * *

ARTICLE V

COVENANTS OF THE CITY

Section 5.1 Maintenance and Operation of 2023 Real Property and Facilities; Transfers.

(a) Subject to Sections 4.6 and 4.7 herein, the City covenants and represents that during the term of this Purchase and Use Agreement, it shall, at its own cost or expense, use and maintain the 2023 Real Property and the Facilities in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and maintain, preserve and keep the 2023 Real Property and the Facilities in good repair, working order and condition, and that it shall from time to time make or cause to be made all necessary and proper repairs and renewals so that at all times the operation of the Facilities may be properly and advantageously conducted. This covenant shall not prevent the City from discontinuing operation of the Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and in Section 2.1 hereof, the Base Lease and the Facilities Use Agreement, prior to payment of the Series 2023 Bond in full, the City shall not sell, transfer, lease, sublease, or otherwise dispose of all or any portion of the 2023 Real Property and the Facilities, or its interests under this Purchase and Use Agreement, except to another political subdivision of the State, which assumes in writing all obligations of the City under this Purchase and Use Agreement and shall enter into no such transaction without the written consent of the Trustee.

(c) Notwithstanding any other provision hereof to the contrary, the City may provide for the exchange of any asset comprising the Facilities, including the portion of the 2023 Real Property related thereto (the “**Released Facility**”), for another City Facility and the real estate on which such facility (the “**Exchange Facility**”) is located, or the deletion or modification of any Released Facility from the definition of Facilities hereunder, if:

(i) the City provides the Trustee evidence (including but not limited to an appraisal, certificate of insurance or otherwise) of the respective insured values of the Released Facility and the Exchange Facility, if applicable;

(ii) the City certifies to the Trustee that, as applicable, (A) the exchange, deletion or modification is necessary or desirable to the City and the reasons therefor (including but not limited to facilitating the sale or other disposition of the Released Facility, the conversion of its use to another purpose other than use by the City as a school facility or otherwise), (B) after taking into account the deletion, modification or exchange of the Released Facility, the insured value of the Facilities owned by or allocated to the Corporation shall be in excess of 100% of the outstanding principal amount of the Bonds, (C) the proposed Exchange Facility (if any) has a value equal to or greater than the proposed Released Facility, and (D) the Exchange Facility (if any) is necessary or desirable to the operations of the County and the remaining useful life of

such Exchange Facility is not less than the remaining useful life of the Released Facility; and

(iii) the Trustee receives an opinion of Bond Counsel to the effect that the proposed exchange, deletion or modification will not adversely affect the federal income tax treatment of interest paid to the Holder of the Series 2023 Bond.

Section 5.2 Liens on 2023 Real Property and the Facilities. The City shall not create, incur, or suffer to exist any lien, charge, or encumbrance on the 2023 Real Property or the Facilities or its rights under this Purchase and Use Agreement other than any Permitted Encumbrance.

Section 5.3 Representations and Covenants Regarding Tax Exempt Status of Series 2023 Bond.

(a) Neither the Corporation nor the City shall take any action (including but not limited to any use of the 2023 Real Property or the Facilities) or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Purchase and Use Agreement would cause the interest paid on the Series 2023 Bond to be includable in the gross income of the Holder thereof for federal income tax purposes. The Facilities Use Agreement shall be structured and approved by Bond Counsel so as to avoid any violation of this Section 5.3(a).

(b) The City covenants to the Corporation, the Trustee and the Holder of the Series 2023 Bond that, notwithstanding any other provision of this Purchase and Use Agreement or any other instrument, it will neither make nor cause to be made any investment or other use of the proceeds of the Series 2023 Bond or amounts on deposit in any of the funds or accounts held under the Trust Agreement or under any other document related to the Series 2023 Bond which would cause the Series 2023 Bond to be an “arbitrage bond” under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of the Series 2023 Bond.

(c) The City shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the federal income tax status of payments of interest with respect to the Series 2023 Bond. The City shall ensure that the Corporation retains a consultant experienced in the calculation and determination of rebate payments and liability under Section 148(f) of the Code to provide the reports required under the Tax Certificate.

(d) The City will accept title to the Facilities upon the discharge of the Series 2023 Bonds.

Section 5.4 Reports and Opinions; Inspections. (a) The City shall permit the Corporation and the Trustee to examine, visit and inspect, at any reasonable time, the 2023 Real Property and the Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Trustee may reasonably request.

(b) The Corporation shall give the Trustee prompt notice of any failure of the City to make the payments required to be made pursuant to Section 4.1(b) when due.

Section 5.5 Immunity of Corporation and Trustee. In the exercise of the powers of the Corporation and the Trustee and their members, directors, officers, employees and agents under the Trust Agreement or this Purchase and Use Agreement including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Corporation nor the Trustee shall be accountable to the City for any action taken or omitted with respect to the Facilities or this Purchase and Use Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Purchase and Use Agreement. The Corporation and the Trustee and their members, officers, employees, and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims based on the Trust Agreement or this Purchase and Use Agreement against any member, director, officer, employee or agent of the Corporation or the Trustee alleging personal liability on the part of such person.

Section 5.6 Compliance with Laws. With respect to the 2023 Real Property and the Facilities and any additions, alterations, or improvements thereto, the City will at all times comply with all applicable requirements of federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the State or of any other duly constituted public authority; provided, however, that the City shall be deemed in compliance with this Section 5.6 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

Section 5.7 Insurance and Condemnation Proceeds. The City shall not make any disposition nor direct the disposition of insurance or condemnation payments with respect to the 2023 Real Property or the Facilities in excess of \$250,000 without the prior written consent of the Trustee except as may be required by the terms hereof or of the other Security Documents or of any Permitted Encumbrances existing on the date hereof.

Section 5.8 Filing of Budget with Trustee. During the term of this Purchase and Use Agreement, the City shall file with the Trustee, within 15 days after the beginning of each Fiscal Year, a copy of the annual budget of the City for that Fiscal Year, together with a certificate of a City Representative stating that such budget provides for payment of all amounts due under this Purchase and Use Agreement during such Fiscal Year, or not.

Section 5.9 Alterations of the 2023 Real Property and the Facilities; Removals. The City, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the Facilities as it may deem to be desirable; provided, that no such additions, modifications or improvements shall adversely affect the structural integrity or strength of, or materially interfere with the use and operations of, the 2023 Real Property and the Facilities.

In this connection, the City (i) may remove any items of personal property constituting a part of the Facilities financed by a source of funds other than the proceeds of the Series 2023

Bond and the Initial Installment Payment, and (ii) may, for any reason, replace any items of personal property constituting a part of the Facilities financed or refinanced with the proceeds of the Series 2023 Bond, provided that any such removal or replacement of any personal property shall not materially diminish the value of the Facilities or materially impair the operation thereof.

In the case of any removal as provided above or any removal of City property not constituting Facilities, the City shall repair any damage resulting from such removal.

Section 5.10 Continuing Disclosure. The City covenants to provide to the Trustee and the Holder during the term of this Purchase and Use Agreement (a) current audited financial statements in reasonable detail, with supporting schedules (the “*Audit*”) as soon as practicable after the City’s acceptance thereof and in any case within 210 days after the end of each fiscal year, which may be in electronic .PDF format, and (b) the City’s annual budget as submitted or approved. The City further agrees that it will permit the Trustee and the Holder to inspect the City’s books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the City. The City shall furnish to the Trustee and the Holder such other financial information as it may reasonably request. In the event that the Audit is not available within 210 days of fiscal year end, the City will furnish unaudited financial statements to the Trustee and the Holder in the manner described in this paragraph within such period, and will then supply the Audit immediately upon the availability thereof. The sole remedy for a breach of this Section 5.10 is an action for specific performance against the City.

Any failure by the City to perform in accordance with this Section 5.10 shall not constitute a default on the Series 2023 Bond or under any other document relating to the Series 2023 Bond.

* * *

ARTICLE VI

INSURANCE

Section 6.1 Types of Insurance and Coverage Requirements.

(a) The City shall, commencing with the date that any items of personal property comprising the Facilities are delivered, or in the event that progress payments are to be made to the manufacturer thereof prior to the date of such delivery, commencing with the date of this Purchase and Use Agreement, and upon completion of any construction, reconstruction, renovation or remodeling incidental to the completion and installation of the Facilities, on all such improvements to the 2023 Real Property and the Facilities, maintain all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2023 Real Property and the Facilities, with such deductible provisions as are consistent with similar insurance obtained by the City for other property owned by it. Such insurance shall (i) name the Corporation and the Trustee as loss payees, as their interests may appear, be maintained for the term of this Purchase and Use Agreement and (ii) each policy shall be in an amount equal to the replacement value of the Facilities.

(b) The City shall, to the extent required by law or good business practice, maintain for the term of this Purchase and Use Agreement, general liability insurance, worker's compensation insurance, disability insurance, and any other form of insurance, covering loss resulting from injury, sickness, disability or death of employees in amounts consistent with those carried by institutions of similar size and nature.

(c) The City shall maintain, for the term of this Purchase and Use Agreement, general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than \$1,000,000 per occurrence and not less than \$1,000,000 in the aggregate for claims made in any one year on account of injury of any one person, and \$1,000,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$1,000,000, excluding liability imposed upon the City by any applicable worker's compensation law. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, to the extent practicable.

(d) All policies of insurance required hereunder shall be written by the South Carolina Municipal Association's SC Insurance and Risk Financing Fund, the South Carolina Insurance Reserve Fund, or companies rated not lower than "A" by A. M. Best Company or in one of the two highest rating categories by S&P Global Ratings, in each case qualified to do business in the State and each policy shall provide at least 30 days prior written notice to the Corporation and the Trustee before such policy is canceled. The City may provide any part or all of the insurance required hereby under the terms of a policy insuring other facilities or risks or any "blanket" policy. The City covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery under the aforesaid insurance policies.

(e) All policies of insurance required hereby shall be open to inspection by the Corporation and the Trustee at all reasonable times. Certificates of insurance describing such

policies shall be furnished by the City to the Corporation and the Trustee when such policies are required to be obtained by this Section 6.1 and at least ten days prior to the expiration of each of such policies. The City shall certify that it is in compliance with the provisions hereof at or prior to the execution and delivery of this Purchase and Use Agreement. If any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be furnished immediately to the Corporation and the Trustee by the City or it shall cause the same to be so furnished. In the event that the City fails to maintain any insurance as provided in this Section, the Trustee may, upon such notice to the City as is reasonable under the circumstances, procure and maintain such insurance at the expense of the City (reimbursable as provided hereinbefore), but the Trustee shall not be under an obligation to do so.

(f) Pending the construction of the 2023 Projects, excluding the initial acquisition thereunder, the Facilities Use Agreement shall require the User to maintain general liability insurance coverage and property insurance coverage in amounts sufficient to protect the City and the Corporation's respective interests in the 2023 Real Property and Facilities, as applicable, the City shall be named as an additional insured on all such policies.

Section 6.2 Self-Insurance Approval. If, at the time of execution of this Purchase and Use Agreement, the City self-insures or at any time hereafter desires to self-insure to the extent permitted by law, the entry into such self-insurance program shall require the written approval of the Corporation.

* * *

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 7.1 Damage, Destruction and Condemnation. If, during the term of this Purchase and Use Agreement, (i) the Facilities or any portion thereof shall be destroyed (in whole or in part), or be damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of, the 2023 Real Property, the Facilities or any portion thereof or the estate of the City or the Corporation in the 2023 Real Property, the Facilities, or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or (iii) a material defect in construction or installation of the Facilities or any portion thereof shall become apparent, or (iv) title to or the use of all or any portion of the 2023 Real Property or the Facilities shall be lost by reason of a defect in title thereto, then the City shall be obligated, subject to the option provided in Section 7.3 hereof and the provisions of Sections 4.6 and 4.7 hereof, to continue to pay the amounts specified as Installment Payments under this Purchase and Use Agreement.

Section 7.2 Obligation to Repair or Replace the Facilities. Subject to the provisions of Section 7.3 hereof, the City, the Corporation, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds, or condemnation awards made available by reason of any occurrence described in Section 7.1 hereof, to be deposited in a separate trust fund designated as the “Net Proceeds Fund” which the Trustee is hereby directed to establish in such event. Except as set forth in Section 7.3 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2023 Real Property and the Facilities by the City upon receipt of requisitions by the Trustee signed by an authorized official of the City stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is properly payable from the Net Proceeds held in the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 7.2, the City shall have all power and authority granted under Article III of this Purchase and Use Agreement; and the Trustee shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions required by this Section 7.2. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to any lawful and authorized capital purpose of the City as directed in writing by the City. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be included as part of the Facilities under this Purchase and Use Agreement and the Trust Agreement.

If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2023 Real Property or the Facilities, the City shall be responsible, subject to the option provided in Section 7.3 hereof, for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds, subject to the availability of such moneys, if any, as shall be then appropriated and budgeted and legally

available or otherwise legally available to the City and legally applicable to the completion of the 2023 Project. In this connection, the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this paragraph, the City shall not be entitled to any reimbursement therefor from the Trustee or the Holders of the Series 2023 Bond, nor shall the City be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

Section 7.3 Discharge of Obligation to Repair or Replace the 2023 Real Property, and the Facilities. If, as a result of the occurrence of an event described in Section 7.1 hereof, (a) any part of the 2023 Real Property or the Facilities is totally destroyed or is damaged to such an extent that the rebuilding or repairing of such part of the Facilities would be impracticable, (b) there is discovered a material defect in the construction of the Facilities, or any portion thereof, that renders the 2023 Real Property, the Facilities, or such portion unusable by the City for its intended purposes, (c) all or substantially all of the 2023 Real Property or the Facilities relating to a particular building is taken by eminent domain, or (d) the City is deprived of the use of any part of the 2023 Real Property, the Facilities by reason of a defect in title thereto, the City may elect to apply the Net Proceeds of applicable insurance policies, performance bonds or condemnation awards as a prepayment of Installment Payments and the discharge of its obligations with respect to Sections 7.1 and 7.2 hereof. Such an election may be made by written notice to the Corporation and the Trustee within 90 days of the occurrence of an event described in (a) through (d) above. Upon any such prepayment, the amount thereof shall be applied to redeem the Series 2023 Bond at the earliest practicable date pursuant to Section 4.1(b) of the Trust Agreement, the Purchase Price shall be recalculated to take account of such prepayment, title to the affected part of the 2023 Real Property or the Facilities (if applicable) shall be deemed transferred to the City and in the event of any future partition under Section 2.4 hereof, such affected part of the 2023 Real Property or the Facilities (if applicable) shall be automatically assigned to the City. If at any time the amount to be applied as a prepayment hereunder shall exceed the redemption price of the Series 2023 Bond, the Series 2023 Bond shall be redeemed, title to all the Facilities shall be transferred to the City and any amounts not required for the redemption of the Series 2023 Bond and payment of other expenses and amounts under the Trust Agreement shall be paid to the City.

Section 7.4 Cooperation of the Parties. The Corporation, the City and the Trustee shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 7.1 of this Purchase and Use Agreement, in making the Net Proceeds available in accordance with Section 7.2 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2023 Real Property, the Facilities or any portion thereof and in the enforcement of all warranties relating to the 2023 Real Property or the Facilities. The Corporation hereby designates the City as its agent for the purpose of pursuing claims and making collections under such policies, such amounts to be held in trust and applied in accordance herewith. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding with respect to the 2023 Real Property, the Facilities or any portion thereof without the written consent of the City and the Trustee.

* * *

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.1 Events of Default. Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the City to make any payment required to be made pursuant to Section 4.1(b) hereof within five days after the same is due (provided, however, that any such failure by reason of an Event of Nonappropriation shall not result in an Event of Default under this provision);

(b) failure by the City to timely comply with the provisions of Section 2.4 hereof relating to partition and vacating of Facilities at the times required;

(c) failure by the City to make any payment required to be made pursuant to Sections 4.1(c), 4.2 or 4.4 hereof or under the provisions of the Base Lease within ten days after the same is due, except by reason of an Event of Nonappropriation;

(d) failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Purchase and Use Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee;

(e) if any of the representations and warranties of the City hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made;

(f) the failure by the City promptly to stay or lift any execution, garnishment or attachment of such consequence as will, in the reasonable judgment of the Trustee, materially impair its ability to carry out its obligations under this Purchase and Use Agreement (provided that the City shall not be in default so long as it is diligently prosecuting a bona fide appeal from any such execution, garnishment or attachment);

(g) if the City shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the City or of property of the City, (ii) admit in writing the inability of the City to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law, or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code.

The foregoing provisions of this Section 8.1 are subject to the following provision: If, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Articles IV and VI of this Purchase and Use Agreement, the City shall not be deemed in default

during the continuance of such inability. The City agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City from carrying out its agreement, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

Section 8.2 Remedies. (a) Whenever any Event of Default referred to in Section 8.1 of this Purchase and Use Agreement shall have happened and be continuing, the Corporation (with written notice promptly given to the Trustee) and the Trustee may terminate the term of this Purchase and Use Agreement and shall give notice to the City to vacate the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof. Whenever an Event of Nonappropriation shall be deemed to occur, the term of this Purchase and Use Agreement shall terminate pursuant to Section 2.2(a) hereof and the City shall vacate and deliver over to the Trustee possession of the Corporation Facilities by the time specified in the third paragraph of Section 4.7(d) hereof.

(b) Subject to the terms of the Base Lease, the Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable to enforce its rights in and to the Facilities under this Purchase and Use Agreement or any of the other Security Documents, subject, however, to the limitations set forth herein, and (ii) exercise all the rights and remedies of a secured party under the State's Uniform Commercial Code with respect to any security interests subject thereto.

(c) In addition, the Trustee shall, at the direction of the Holders of the majority in aggregate principal amount of the Outstanding Bonds shall, without any further demand or notice, and subject to the terms of the Base Lease, take one or both of the following additional remedial steps:

(i) The Trustee may liquidate its interest in this Purchase and Use Agreement or sell or assign its interest in the Base Lease; or

(ii) The Trustee may relet or assign its rights to the Corporation Facilities under such terms and conditions as it deems appropriate for the benefit of the Holders of the Bonds.

(d) Notwithstanding anything in this Purchase and Use Agreement to the contrary, (i) in the event of a termination of the City's interest in any portion of the Facilities and subsequent thereto the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Outstanding Bonds at the time of the Event of Default or Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee and (ii) the Trustee shall not be permitted to sell, lease or otherwise dispose of any interest in the Corporation Facilities following an Event of Nonappropriation until the Waiver Period has expired, unless such action is expressly subject to the rights of the Corporation, Trustee or the City, as the case may be, to waive such Event of Nonappropriation.

Section 8.3 Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default or Event of Nonappropriation only as to the City's liabilities described in Section 10.1 of this Purchase and Use Agreement.

Section 8.4 Cumulative Rights. No remedy conferred upon or reserved to the Corporation or the Trustee by this Purchase and Use Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase and Use Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Corporation or the Trustee of any breach by the City of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Corporation or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Corporation or the Trustee from time to time and as often as may be deemed expedient.

Section 8.5 Discontinuance of Proceedings. In case the Corporation or the Trustee shall have proceeded to enforce any right under this Purchase and Use Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation or the Trustee, then and in every such case the City, the Corporation and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the City, the Corporation and the Trustee shall continue as though no such proceeding had been taken.

* * *

ARTICLE IX

CONVEYANCE OF THE FACILITIES

Section 9.1 Optional Purchase of the Facilities.

(a) *Purchase in Full.* The City is hereby granted the option to terminate this Purchase and Use Agreement and to purchase the Corporation's interest in the Facilities not theretofore acquired by the City on [_____] and any Interest Payment Date thereafter upon payment by the City of the then applicable Purchase Option Price; provided, however, that no such termination shall relieve the City from its obligation to pay administrative expenses as provided in Section 4.4 hereof until the Series 2023 Bond has been fully discharged and the Trust Agreement terminated. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such purchase, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee. Upon the payment of the Purchase Option Price, the Corporation shall transfer and convey all its remaining interest in the Facilities to the City in the manner provided in Section 9.2 hereof.

(b) *Partial Prepayment of Installment Payments and Purchase.* From and after _____ 1, 20____, the City is also granted the option to prepay Installment Payments on the due date of any Base Payments hereunder for the purpose of having such prepayments credited towards the Purchase Price of the Facilities. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such prepayment, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee.

Section 9.2 Manner of Conveyance.

(a) *Complete Conveyance.* At the closing of any purchase or other conveyance of all of the Facilities pursuant to Section 9.1 hereof, or at the conclusion of the term hereof by the payment of all amounts due hereunder, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest to the Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

(b) *Partial Conveyance Resulting from Partition.* Upon any conveyance under Section 2.4 hereof, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest in the City Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement with respect to the City Facilities and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

Neither the Trustee nor the Corporation shall be responsible for the recordation of any deed or other instrument for such purposes.

(c) *Partial Conveyance Resulting from Partial Prepayment.* Any conveyance resulting from a partial prepayment under Section 9.1(b) hereof shall be made in the manner as all other conveyances with respect to payments on each Bond Payment Date.

* * *

ARTICLE X

MISCELLANEOUS

Section 10.1 Limitation of Liability of the Corporation and the City. Notwithstanding any other provision of this Purchase and Use Agreement, in the event of any default, including an Event of Default as to the City, by either the Corporation or the City hereunder or under the Trust Agreement, any liability of the Corporation or the City shall be enforceable only out of its respective interest in the Base Lease and under this Purchase and Use Agreement and the moneys to be paid by the City through the later of the end of the Fiscal Year as to which Base Payments have been appropriated for or the conclusion of any holdover term as provided in Section 2.3 hereof, and there shall be no recourse for any claim based on this Purchase and Use Agreement, the Trust Agreement, or the Bonds, against any other property or moneys of the Corporation or the City or against any officer or employee, past, present or future, of the Corporation or the City or any successor body as such, either directly or through the Corporation or the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, and the liability of the Corporation and the City shall be limited to its interests in the Base Lease and interests under this Purchase and Use Agreement and the moneys to be paid by the City hereunder through the later of the end of the Fiscal Year as to which Base Payments have been appropriated therefor or the conclusion of any holdover term as provided in Section 2.3 hereof, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the City against the Corporation or the Corporation against the City or any of the property now or hereafter owned by it or either of them.

Section 10.2 Surrender of Possession Upon Termination. Upon termination hereof or upon termination of all rights of the City hereunder, either by reason of an Event of Default or an Event of Nonappropriation, the City covenants that it will deliver or cause to be delivered peaceable possession of such of the Facilities as are determined under Section 2.4 hereof to be Corporation Facilities together with the related portion of the 2023 Real Property without delay, upon demand made by the Corporation or the Trustee, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, shall not have been repaired, reconstructed or replaced.

Section 10.3 Notices. Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto as follows:

If to the City:

City of Georgetown
Attn: City Administrator
P.O. Box Drawer 939
Georgetown, SC 29442

With a copy to:

Crosby Law Firm, LLC
405 Dozier Street
Georgetown, SC 29440
Attn: Elise F. Crosby
Email: ecrosby@crosbyfirm.com

If to the Corporation:

Georgetown Public Facilities Corporation
Attn: President
P.O. Box Drawer 939
Georgetown, SC 29442
(with copy to the City as described above)

If to the Trustee:

Regions Bank
1180 West Peachtree Street, Suite 1200
Atlanta, GA 30309
Attention: Corporate Trust Department

If the Holder of the Series 2023 Bond:

To the address for such Holder as shown on the Register maintained by the Trustee

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the City or the Trustee to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

Section 10.4 Assignments. Except as expressly provided in the Trust Agreement and the provisions of Section 4.5 hereof, this Purchase and Use Agreement may not be assigned by either of the parties hereto without the written consent of the other party hereto and the written consent of the Trustee. Except as provided in Section 8.2 hereof and the provisions of Articles VI and VII of the Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Purchase and Use Agreement. Any assignment in contravention hereof shall be void.

Section 10.5 Severability. In case any provision of this Purchase and Use Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

Section 10.6 Amendments. The City and the Corporation may, with the prior consent of the Trustee pursuant to Section 11.1 of the Trust Agreement, but without the consent of the

Holders of any Bonds (except as provided below), enter into any amendments hereto at any time for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment hereto; or
- (b) To grant to or confer upon the Corporation any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the City herein contained, or to surrender any right or power herein reserved to or conferred upon the City; or
- (d) To increase the Base Payments hereunder to enable the City to proceed to acquire and install additional assets in addition to the Facilities or modify the Base Payments hereunder in connection with the issuance of Additional Bonds under the Trust Agreement or the redemption, refunding or defeasance of a series of Bonds; or
- (e) To reflect a change in applicable law; or
- (f) To make any amendments required by any applicable rating agency as a condition to rating the Bonds.

The City and the Corporation may, with notice to the Trustee and Holder, but without the prior consent of the Trustee, and without the consent of the Holder of any Bond, enter into any amendments hereto at any time and from time to time (i) in connection with the issuance of the Series 2023 Bond, (ii) to add Additional Real Property to the description in Exhibit A hereto, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (iii) under the conditions specified in Section 5.1(c) hereof, to add, delete or modify the 2023 Real Property in connection with a release or substitution (as applicable) of other 2023 Real Property, (iv) to release property from the description of the 2023 Real Property described in Exhibit A hereto, consistent with a termination of the Base Lease pursuant to Section 3.6 of the Base Lease, or (v) to revise the description of Permitted Encumbrances specified in Exhibit C hereto in connection with the foregoing amendments.

Notwithstanding anything herein to the contrary, the parties hereto may execute such supplement to this Purchase and Use Agreement as may be necessary or desirable (with the advice of Bond Counsel) to correct the legal description of the 2023 Real Property or Permitted Encumbrances applicable thereto in connection with such an amendment to the Base Lease and cause such supplement or a short form and summary thereof to be recorded in appropriate official records.

All other amendments must be approved, if and to the extent required by the Trust Agreement, by the Trustee and the Holders of the Bonds.

All amendments hereto or to the Exhibits to this Purchase and Use Agreement shall require an opinion of Bond Counsel to the effect that such amendment is permitted hereunder and under the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Bonds.

Section 10.7 Successors and Assigns. All covenants, promises and agreements contained in this Purchase and Use Agreement by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 10.8 Applicable Law. This Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State.

Section 10.9 Recordation. At the option of the Corporation this Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

Section 10.10 Execution in Counterparts. This Purchase and Use Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

* * *

WITNESS the due execution of this Purchase and Use Agreement effective as of the day and the year first mentioned above.

CITY OF GEORGETOWN, SOUTH
CAROLINA

(SEAL)

Witnesses

By: _____

Attest:

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

GEORGETOWN PUBLIC FACILITIES CORPORATION

(SEAL)

Witnesses

Attest

_____, Secretary

By: _____
_____, President

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he is not a party to or beneficiary of the transaction and that (s)he saw the City of Georgetown, South Carolina, by [____], its [____], its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2023.

 Notary Public for South Carolina
 Printed Name: _____
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he is not a party to or beneficiary of the transaction and that (s)he saw Georgetown Public Facilities Corporation, by [____], its President, its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement, and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2023.

 Notary Public for South Carolina
 Printed Name: _____
 My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE 2023 REAL PROPERTY

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

EXHIBIT B**DESCRIPTION OF 2023 PROJECT**

The proceeds of the Series 2023 Bond in the Project Fund are expected to be applied to defray a portion of the costs of acquiring the 2023 Project, which consists of the acquisition of the 2023 Real Property and the Facilities.

The term “**2023 Real Property**” has the meaning given such term in the Base Lease.

The term “**Facilities**” includes the acquisition and equipping of new facilities for the City’s public works department, fleet operations and electric utility department, which encompass all improvements currently existing or to exist on the 2023 Real Property, all fixtures and any future additions, modifications, and substitutions to any facilities on the 2023 Real Property, and any personal property located on the 2023 Real Property financed with the Series 2023 Bond, or the Initial Installment Payment. The 2023 Real Property and the Facilities will be acquired by the Corporation and delivered pursuant to the plans and specifications provided in the PSA. For the avoidance of doubt, the Facilities will not include property, vehicles, and equipment purchased by the City from a source other than the proceeds of the Series 2023 Bond or the Initial Installment Payment, such as the Costs Advanced. Additionally, no improvements to the Facilities shall be undertaken during the term of the Facilities Use Agreement.

EXHIBIT C**PERMITTED ENCUMBRANCES**

1. Base Lease Agreement by and between City of Georgetown, South Carolina and Georgetown Public Facilities Corporation dated [____], 2023, and recorded on [____], 2023, in the Georgetown County Register of Deeds Office in Book [____], Pages [____].
2. Installment Purchase and Use Agreement between Georgetown Public Facilities Corporation and the City of Georgetown, South Carolina dated [____], 2023, and recorded on [____], 2023, in the Georgetown County Register of Deeds Office in Book [____], Pages [____].
3. UCC-1 Financing Statement with Addendum reflecting Georgetown Public Facilities Corporation as debtor and Regions Bank as secured party recorded on [____], 2023, in the Georgetown County Register of Deeds Office as [____].
4. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the 2023 Real Property, shown by the public records, or specifically listed in the title policy issued with respect to this transaction.
5. The Facilities Use Agreement between the City of Georgetown, South Carolina and [Seller], dated March 31, 2023.

EXHIBIT D
BASE PAYMENTS SCHEDULE

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

EXHIBIT E
VALUATION OF FACILITIES*

Assigned Value as of Date of Execution and
Delivery of Agreement*

Facilities

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB

Exhibit C

Description of the 2023 Real Property

Exhibit D

Form of Facilities Use Agreement

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

FACILITY USE AGREEMENT

THIS FACILITIES USE AGREEMENT (this “**Agreement**”) made and entered into this 31st day of March 2023 (the “**Effective Date**”), between the City of Georgetown, South Carolina (the “**City**”); and Hardwick Properties, II, LLC and Hardwick Autos, LLC (the “**User**” and together with the City, the “**Parties**”).

WITNESSETH:

That in consideration of the mutual agreements herein contained, the Parties hereto do hereby covenant to and with each other as follows:

1. Description and Term. City does hereby agree to provide usage rights to User the 2023 Real Property and the Facilities as such terms are defined in that certain Purchase and Use Agreement by and between the City and the Georgetown Public Facilities Corporation dated as of March 1, 2023 (the “**Installment Agreement**”) and recorded in the land records for Georgetown County on the date hereof and prior to this Agreement, if recorded (the “**Premises**”). The Premises shall be available to User for a term of nine months beginning on the Effective Date and on December 31, 2023 (the “**Term**”). Under no circumstances may this Agreement be extended or renewed beyond December 31, 2023, and User shall vacate the Premises and surrender all rights to the premises on or after December 31, 2023. To the extent the terms of this Agreement conflict with the terms and provisions of the Installment Agreement, the terms of the Installment Agreement shall control in all cases.

2. Rent. As consideration for User’s use and occupancy of the Premises during the Term, User, as consideration for the sale of the Premises to the Georgetown Public Facilities Corporation, as assigned by the City under that certain Purchase and Sale Agreement between the City and Hardwick Properties, II, LLC and Hardwick Autos, LLC dated October 22, 2022 (“**PSA**”), User has prepaid rent in amount equal to \$184,500 through purchase price credits and the exchange of equipment. Through such credits and equipment, rent has been paid in full for all rental amounts due and owing under this Agreement for the Term.

3. Usage. User shall, at its own expense, keep and maintain the Premises in good order and repair during the Term. Additionally, during the Term, the User shall operate a commercial automotive operation on the Premises (the “**Premises Operations**”).

4. Assignment. User shall not have the right to assign or transfer this Agreement or any portion of the Premises.

5. Improvements. User agrees to take possession of the Premises in its current condition. Absent written approval from the City, User shall not be permitted to make any physical improvements to the Premises.

6. Expiration; Termination. User agrees at the expiration or other termination of this Agreement to quit and surrender, peaceably and quietly to City, its agents or attorney, the Premises in as good order and condition as they are at the Effective Date, ordinary wear and tear, fire and acts of God excepted. User shall not make or suffer any waste of or on the Premises and shall be obligated to replace or pay to the City the reasonable value of any damage to the Premises caused by User's negligence, misuse or omission.

7. Repairs. User shall take or cause to be taken good care of the Premises during the Term, it being understood that City shall not be required to make any repairs to the Premises during the Term. At the end or other termination of this Agreement, User shall deliver to City the Premises thereon broom clean and in good repair and condition, ordinary wear and tear, depreciation, obsolescence and casualty and condemnation loss being excepted.

8. Utilities and Operating Expenses. User shall be responsible for and shall pay all charges incurred for the use of utility services at the Premises, including, without limitation, electricity, water, sanitary sewer, gas, and telephone services. User shall additionally be solely responsible for all costs and expenses incurred in the maintenance and operations of the Premises. Such costs and operation expenses are not part of this Agreement, are in addition to the rent due under Section 2 above and shall not be paid to City. Any costs and expenses incurred in the maintenance and operations of the Premises shall be tendered by User directly to the third-party seeking payment.

9. Taxes and Licenses. User agrees to pay all property taxes and obtain and pay all licenses in connection with the Premises. City shall have no responsibility with regard to taxes or licenses.

10. Tax Exemption. The User understands that the acquisition of the Premises by the City has been financed through the issuance of tax-exempt revenue bonds (the "Bond") by the Georgetown Public Facilities Corporation (the "Corporation"). The User acknowledges that its usage of the Premises under this Agreement may create tax ramifications on the Bonds in the event that there is any attempted holdover beyond the Term. Knowing this limitation and knowing the potential ramifications associated with any holdover, the User will be fully responsible for monetary damages, interest cost penalties and legal or consulting fees accruing to the City and the Corporation resulting from the loss of tax-exemption associated with the Bonds.

11. Insurance. (a) User shall, at all times during the Term, maintain with a reputable insurance carrier acceptable to City, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the User against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Premises, and for any other risk insured against by such liability policies. User shall maintain a Commercial General Liability Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. City shall be named as an additional insured on such policy. User must provide adequate proof of insurance to City on the Effective Date. Failure to maintain proper insurance under this Section 11 shall be considered a breach of this Agreement and, notwithstanding any other breach or default provisions herein, shall result in the immediate

termination of this Agreement. Upon such termination, all payments received by City shall be retained by City as liquidated damages for such breach.

(b) User shall, at all times during the Term of this Agreement, keep the Premises, together with all improvements, personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

(c) User shall produce written evidence of all insurance requirements hereunder in writing within 24 hours of a written request from City. Notwithstanding any other limitation herein, such information may be produced or provided through electronic means, including electronic mail.

12. Signs. The User shall not install any advertisements or signs on any part of the Premises without the City's written consent, which will not be unreasonably withheld. All signs shall comply with applicable zoning or other land use regulations.

13. Quiet Possession. Subject to User's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Agreement and further subject to the all rights retained by the City herein, the User may quietly enjoy the Premises during the pendency of this Agreement.

14. City's Right of Entry. City and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, and to otherwise perform studies, surveying, engineering work or architectural work, provided that such right shall be exercised in such manner as not to interfere with User in the conduct of its activities on the Premises.

15. Remedies; Default. (a) In the event of any violation of the terms or this Agreement or any other default by User in the performance of the terms of this Agreement, the City shall have all remedies available at law.

(b) Upon occurrence of a default, the City shall give the User written notice and if said User, in the sole discretion of City, has not taken meaningful steps to cure default within ten days after notice is submitted, City shall have the right to re-enter the Premises and remove all persons therefrom and terminate this Agreement, and User agrees to immediately vacate and surrender the Premises to City.

(c) A waiver by the City of any breach or breaches by the User of any one or more of the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the City for any subsequent breach of any such or other covenants and conditions.

16. Condemnation. In the event of any condemnation of the whole or any part of the Premises rendering the Premises (or such portion thereof as shall remain after such condemnation)

unsuitable for the purpose of access, User may, at its option, terminate this Agreement in which event all liability on the part of User shall cease.

17. No Waiver. It is further understood and agreed that no waiver of any breach or non-performance of any covenant herein contained shall operate as a waiver of said covenant itself or any subsequent breach thereof.

18. Cessation. Notwithstanding any other breach or default provisions of this Agreement, City, at its sole option, may immediately cancel and terminate this Agreement in the event of the cessation of Premises Operations for a period of 14 consecutive days, bankruptcy of the User, any assignment for the benefit of creditors by User, the appointment of a receiver for User, or failure to timely pay or maintain a City business license for the Premises Operation or any other business of the City within the City's municipal limits.

19. Damage. User shall insure the Premises for loss by fire, liability, and all other casualty ("**Damage**"). In the event that the Premises, including any improvements and additions, shall be damaged by fire or other insured casualty, the User will consult with the City and, in the City's discretion, User shall make the insurance proceeds available for application to possible restoration or construction of a new building at the existing location. In the event of Damage, the Premises Operation requirement in Section 10 above shall be held in abeyance pending the remedy and satisfaction of the Damage.

20. Indemnity. User hereby indemnifies City and agrees to save it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by User of the Premises or any part thereof of any other part of City's property, including but not limited to any act or omission of User, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Agreement by User; any injury to person or property or loss of life sustained in or about the Premises, during the term of this Agreement.

21. Notice. Notice is duly given hereunder: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; or (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one business day after deposit therewith prepaid. Notices shall be transmitted to the principal addresses of the Parties as follows:

City

City of Georgetown
Attention: City Administrator
1134 North Fraser Street
Georgetown, South Carolina 29440
Email: syudice@georgetownsc.gov

With copy to
 Crosby Law Firm, LLC
 405 Dozier Street
 Georgetown, SC 29440
 Attn: Elise F. Crosby
 Email: ecrosby@crosbyfirm.com

User

Hardwick Properties II, LLC / Hardwick Autos, LLC, as User
 2520 Highmarket Street
 Georgetown, SC 29440
 Email: geogetownauto@me.com

with a copy to:
 Charles E. McGill, II
 McGill Law Firm, LLC
 11000 Ocean Highway
 Pawleys Island, SC 29585
 Email: chase@mcgillllc.com

Electronic mail notification is sufficient for communications between the Parties for nonmaterial matters under this Agreement, but is not acceptable for purposes of any written communications requirements hereunder.

22. No Partnership or Joint-Venture. Nothing contained herein shall have the effect of creating any relationship of principal and agent or of partnership or joint venture between the parties, whose sole relationship is that of City and User.

23. Governing Law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and shall be governed by the laws of the State of South Carolina.

24. Facsimile and Other Electronic Means. The Parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

25. Entire Agreement. The Parties agree that this Agreement constitutes the entire agreement between the Parties related to the Premises and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing, and effective when signed by the authorized agents of the Parties.

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

27. Severability. In the event that any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the Effective Date.

CITY OF GEORGETOWN, SOUTH CAROLINA

(SEAL)

Witnesses

By: _____
Mayor

Attest:

City Clerk

HARDWICK PROPERTIES II, LLC

By: _____
Name: _____
Its: _____

Witnesses

HARDWICK AUTOS, LLC

By: _____
Name: _____
Its: _____

(SEAL)

Witnesses

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw City of Georgetown, South Carolina by [____], its duly authorized Mayor, sign the foregoing Facilities Use Agreement, and that _he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 20__.

 Notary Public for South Carolina
 Printed Name: _____
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw Hardwick Properties, II, LLC by [____], its duly authorized agent, sign the foregoing Facilities Use Agreement, and that _he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 20__.

 Notary Public for South Carolina
 Printed Name: _____
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw Hardwick Autos, LLC by [____], its duly authorized agent, sign the foregoing Facilities Use Agreement, and that _he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
this ____ day of _____, 20__.

Notary Public for South Carolina
Printed Name: _____
My Commission Expires: _____

Attachment: Ordinance Authorizing IPRB (2023 Georgetown IPRB) (3787 : Ordinance Authorizing IPRB (2023 Georgetown IPRB))



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

ORDINANCE

DOC ID: 3773

Council Meeting Date:	16 March 2023
Department:	Finance
Issue Under Consideration:	Motion to amend fiscal year 2022/2023 [FY 2023] budget for the City of Georgetown, South Carolina, to prescribe purposes for which certain earmarked funds shall be expended; said funds total Three Hundred Thousand Dollars (\$300,000.00) from the \$3,500,000 Committed Funds for Capital Projects in the Fund Balance of the General Fund for the new City Hall building.
Amount Requested:	\$300,000.00
Is Item in Current Budget?	No
If no, please explain:	The FY 2023 budget did not include any appropriations from the Committed Funds for Capital Projects in the Fund Balance of the General Fund.
Financial Impact:	\$300,000.00
Points to Consider:	• City Council set aside \$3.5 million from insurance proceeds to build a new City Hall. These funds are in the Fund Balance of the General Fund as Committed Funds for Capital Projects. • On October 28, 2022, City Council made the new City Hall project its #1 priority. • The City of Georgetown needs to access such amounts of the Committed Funds as are necessary for the purposes directed by the Mayor and Council on January 19, 2023. • Releasing the funds will allow to remediate the Public Works laydown yard area, soil borings and, site survey in preparation for a new city hall building, and for the City to procure the services of a project management firm to manage the city hall project.
Options:	Approve /Not Approve
Staff Recommendations:	Approve

Reviews:

Kathy Vermeland Completed 03/07/2023 5:40 PM

City Attorney Completed 03/08/2023 9:54 AM

Sandra E. Yudice Ph.D. Completed 03/08/2023 3:31 PM

Stephanie Buccione Completed 03/08/2023 4:22 PM

Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

Updated: 3/8/2023 3:31 PM by Sandra E. Yudice Ph.D.

Page 1

1. 1 Ordinance amending FY 2023 to release a portion of insurance proceeds for new City Hall (PDF)

MOTION TO AMEND FISCAL YEAR 2022/2023 [FY 2023] BUDGET FOR THE CITY OF GEORGETOWN, SOUTH CAROLINA, TO PRESCRIBE PURPOSES FOR WHICH CERTAIN EARMARKED FUNDS SHALL BE EXPENDED; SAID FUNDS TOTAL THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) FROM THE \$3,500,000 COMMITTED FUNDS FOR CAPITAL PROJECTS IN THE FUND BALANCE OF THE GENERAL FUND FOR THE NEW CITY HALL BUILDING.

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2022/2023 [FY 2023]
BUDGET FOR THE CITY OF GEORGETOWN, SOUTH CAROLINA, TO PRESCRIBE
PURPOSES FOR WHICH CERTAIN EARMARKED FUNDS SHALL BE EXPENDED**

WHEREAS, The City Council of the City of Georgetown has the authority to appropriate public funds for public purposes; and

WHEREAS, By ordinance dated June 16, 2022, the City Council of the City of Georgetown, under its authority as the governing body of the municipal corporation, enacted the Fiscal Year 2022-2023 Budget for the City of Georgetown (“FY 2023”); and

WHEREAS, By previous ordinance dated June 18, 2020, the City Council of the City of Georgetown earmarked 3.5 million dollars (\$3,500,000) in the General Fund / Local Government Investment Pool, segregated as the City Hall Fund for a future city hall, this amount representing the aggregate of funds collected in the settlement of claims and civil actions relating to the former Georgetown City Hall on Front and Fraser Streets, damaged by sinkholes in 2011 and thereafter (“the Earmarked Funds”); and

WHEREAS, the Mayor and City Council desire to move forward with the city hall project, previously delayed by the COVID-19 pandemic, acknowledging the importance of a city hall building, in the best interests of the citizens and city staff; and

WHEREAS, On January 19, 2023, Mayor and Council unanimously authorized the City Administrator to proceed with remediation of the current Public Works laydown yard, area soil borings and sight survey in preparation for a new city hall building, and for the City to procure the services of a project management firm to manage the city hall project; and

WHEREAS, The FY 2023 Budget, which included the Earmarked Funds, did not include any appropriations to be made from the Fund; and

WHEREAS, The City of Georgetown needs to access such amounts of the Earmarked Funds as are necessary for the purposes directed by the Mayor and Council January 19, 2023; and

WHEREAS, On April 20, 2023, the City held a public hearing regarding this amended appropriation;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Georgetown that the FY 2023 Budget be amended to appropriate and release from the General Fund a portion of the 3.5 million dollars (\$3,500,000) in the amount of Three Hundred Thousand Dollars (\$300,000.00) held as Earmarked Funds for the city hall project, to fund the initial costs of this project as follows:

remediation of the Public Works laydown yard area, soil borings and site survey in preparation for a new city hall building, and for the City to procure the services of a project management firm to manage the city hall project.

BE IT FURTHER ORDAINED that the City Administrator is authorized to initiate procurement, negotiate such contracts, and deliver consideration as necessary to achieve the goals of the Mayor and Council as directed hereinabove and on January 19, 2023.

ATTEST:

Stephanie Buccione, City Clerk

Carol Jayroe, 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: 3785

Council Meeting Date:	16 March 2023
Department:	Police Department
Issue Under Consideration:	Motion to approve an ordinance to amend Chapter 20 Article X "City Maritime Mooring Field, Boats, and Abandoned Vessels" of the Code of Ordinances for the City of Georgetown.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	Approve/Deny
Staff Recommendations:	Approve

Reviews:

William Pierce Completed 02/09/2023 10:07 AM
 City Attorney Completed 02/09/2023 3:57 PM
 Sandra E. Yudice Ph.D. Completed 02/09/2023 4:08 PM
 Stephanie Buccione Completed 02/10/2023 10:36 AM
 Georgetown City Council Completed 02/16/2023 5:30 PM

Attachments:

1. 1 Ordinance to amend Chapter 20 Article X City Maritime Mooring field (PDF)
2. 2 Exhibit A-Mooring Abandoned Boats and Violations Proposed Ordinance (PDF)
3. 3 ARTICLE_X__CITY_MARITIME_MOORING_FIELD_BOATS_AND_ABANDONED_VESSELS (PDF)

**MOTION TO APPROVE AN ORDINANCE TO AMEND CHAPTER 20 ARTICLE X "CITY
MARITIME MOORING FIELD, BOATS, AND ABANDONED VESSELS" OF THE CODE OF
ORDINANCES FOR THE CITY OF GEORGETOWN.**

**AN ORDINANCE TO AMEND CHAPTER 20 ARTICLE X “CITY MARITIME
MOORING FIELD, BOATS, AND ABANDONED VESSELS” OF THE CODE
OF ORDINANCES FOR THE CITY OF GEORGETOWN**

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

WHEREAS, The City Council of the City of Georgetown recognizes the importance of the Sampit River to the citizens, merchants, and visitors; and

WHEREAS, The City Council enacted an ordinance 2013 establishing a maritime field for mooring buoys and to address abandoned vessels, amended in 2019; and

WHEREAS, The City recognizes some amendments to the ordinance are necessary to be consistent with the realities of the Sampit River, local, state and federal ordinances, and in the best interests of the City of Georgetown;

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 20, be amended as is attached on Exhibit A, incorporated as amended.:

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

ATTEST:

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

MOORING BOATS; ABANDONED BOATS; VIOLATIONS

Sec. 20-140 PURPOSE.

The purpose of this subchapter is:

- (A) Intended to address mooring buoys, river use, law enforcement, and abandoned vessels in a manner consistent with state law, including but not necessarily limited to Title 50 of the South Carolina Code of Laws, which shall govern all activity and matters related to watercraft on the waters, and the shores, and banks of the Sampit River as identified herein, located within the jurisdictional limits of the City of Georgetown.
- (B) To ensure that vessel owners are responsibly using the city's waterways without causing undue environmental harm, creating hazardous conditions, or leaving derelict and abandoned vessels in the waterways; and
- (C) To prevent environmental harm of spilled fuel, human waste, or other pollutants that can be associated with derelict or live aboard vessels not properly pumped or maintained; and
- (D) To protect human life and navigation hazards associated with over-crowded waterways, haphazardly moored vessels, or sunken vessels, particularly near public boat landings and other crowded areas; and
- (E) To protect, preserve, restore, and enhance the city's natural waterways and marshes; and
- (F) To prevent damage to public bridges and boat landings, and private docks and marinas through improperly moored or listing vessels; and
- (G) To prevent wasteful tax expenditures for the cost of removing sunken and abandoned vessels.

Sec. 20-141 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abandoned Boats (Abandon or Abandoned): Any watercraft that has been moored, stranded, wrecked, sinking, or sunk, and has been left unattended for longer than 45 days. A watercraft is not **Abandoned** if it is legally moored on private property. (S.C. Code § 50-21-10)

Abandon or abandoning: means the act of anchoring, mooring, stranding, wrecking, sinking, or leaving a watercraft unattended beyond the proscribed period and/or in an unlawful manner such that has become a nuisance or danger.

Boat or Vessel: Every classification of watercraft used or capable of being used as a means of transportation on the water, except a seaplane or a fishing raft. (S.C. Code § 50-21-10)

City Maritime Field: for purposes of this ordinance means the area of the Sampit River established by drawing a straight line from the southern-most property corner of the Stewart-Parker House across to the northern tip of Goat Island to form the northern boundary and drawing a straight line from the southern tip of Goat Island to the "S" marker or day beacon in Sampit River ship channel, then to the public boat ramp located at East Bay Park to form the southern boundary. A map of this area and details about the quantity, location, and description of the mooring buoys is

attached hereto and made a part of this ordinance, attached and incorporated and maintained at city hall.

Department: means the South Carolina Department of Natural Resources.

Derelict Vessel: A vessel that has been left unattended or is in significant disrepair, such that the condition may affect the seaworthiness of the vessel or affect the safety of the public or the environment.

Harbormaster: means the person, owner, group, marina or organization that shall have all those certain duties and responsibilities of permitting, placing, inspecting, instructing, resolving conflicts, etc. relating to moorings in the City of Georgetown Harbor Mooring Field.

Law Enforcement: the Georgetown Police Department.

Mooring buoy: means a buoy fixed to the bottom in the navigable water with means such as a ring to moor a vessel by use of anchor chain or mooring lines, moored at the bow.

Operator: means every person who steers or is in control of the use, navigation, movement, anchoring, mooring, or employment of a vessel.

Owner: means a person, other than a lien holder, who claims lawful possession of a vessel or outboard motor by virtue of legal title, registration, or equitable interest in it which entitles him to possession.

Person: an individual, a partnership, a firm, a corporation, an association, or other legal entity. (S.C. Code § 50-21-10)

Unattended: as it pertains to watercraft, means there is no observable change in circumstances or evidence of being looked after or maintained in any way and no substantial change in location.

Use: means operate, navigate, or employ.

Vessel: means every classification of watercraft, other than a seaplane regulated by the federal government.

Waters of the City: means waters within the jurisdictional limits of City of Georgetown (See attached map of City Maritime Field), not including private lakes or ponds.

Waters of the State: means waters within the territorial limits of the state but not including private lakes or ponds.

Watercraft: means anything used or capable of being used as a means of transportation on the water but does not include: A seaplane regulated by the federal government, water skis, aquaplanes, surfboards, windsurfers, tubes, rafts, and similar devices or anything that does not meet construction or operation requirements of state or federal government for watercraft.

Sec. 20-142 MOORING PROHIBITED.

Within the jurisdictional limits of the waters of the City of Georgetown, mooring or anchoring is prohibited within one mile of any public boat landing or public bridge or within 100 feet of any

other legally anchored vessel, any private, properly permitted mooring, or any private, properly permitted dock or marina without the written permission of the owner.

Sec. 20-143 DERELICT VESSELS PROHIBITED.

- (A) It shall be unlawful to anchor, moor or ground on the public land or waters of the City of Georgetown, or on private property without permission of the property owner, any derelict vessel. Indicators that a vessel is derelict include, but are not limited to, the following:
- 1) Improper, non-working, or no anchor light;
 - 2) Vessel is neglected, or substantially dismantled, or improperly maintained, or is not able to be used for navigation as intended;
 - 3) Vessel does not comply with current registration requirements;
 - 4) Vessel is barnacle-laden;
 - 5) Vessel interior is exposed to the elements (rain, waves, and the like);
 - 6) Vessel is listing;
 - 7) Vessel is aground;
 - 8) Vessel is in danger of breaking or dragging its mooring;
 - 9) Vessel is sinking;
 - 10) Vessel is abandoned; or
 - 11) Vessel fails to display a City of Georgetown permit as required in 20-144.
- (B) Pursuant to S.C. Code §50-21-190 it is unlawful to abandon a watercraft or outboard motor on the public land or waters of this state or the city or on private property without permission of the property owner. This section does not apply to persons who abandon a watercraft in an emergency for the safety of the person onboard; however, after the emergency is over, the owner and operator of the abandoned watercraft shall make a bona fide attempt to recover the watercraft.

Sec. 20-144 PERMIT REQUIRED TO MOOR OR ANCHOR WITHIN TERRITORIAL LIMITS OF THE CITY.

- (A) Persons mooring or anchoring a vessel overnight within the jurisdictional limits of the waters of the City of Georgetown must obtain and conspicuously display a mooring permit. For a fee, Permits may be obtained from the Harbor Master 24-hours a day, seven days a week. Every person mooring or anchoring a vessel shall pay the required mooring fee according to the schedule of fees adopted by city council from time to time and maintained in the Clerk's Records. To obtain a permit the owner must present:

- 1) Proof of ownership;
 - 2) Proof of current insurance;
 - 3) Proof of current state or Coast Guard registration;
 - 4) Name, address, and phone number of a local contact who can respond and has authority to take action on a vessel within 24-hours if called by Public Safety;
 - 5) Description of mooring technique, and explanation of its adequacy for the location.
 - 6) Attestation that the vessel is neither derelict nor abandoned.
- (B) Permits expire unless renewed every sixty (60) days.
- (C) A permit may be revoked if any of the following conditions are met:
- 1) The vessel is moored or anchored in an unauthorized area or in a marked channel;
 - 2) The vessel displays no evidence of current state, federal, or foreign registration, a current permit, or other official documentation of ownership if requested by the Harbormaster or Law Enforcement;
 - 3) Vessel is derelict, abandoned, neglected, or substantially dismantled, or improperly maintained, or is not able to be used for navigation as intended;
 - 4) Vessel is listing, aground, sinking, in danger of breaking its mooring, dragging its mooring, or otherwise unsuccessfully moored;
 - 5) If the local contact is called by the Harbormaster or Law Enforcement and does not respond within 24-hours;
 - 6) The vessel is slept on but is not equipped with a holding tank or the owner or operator fails to provide the Harbormaster with receipts for regular weekly pump outs of the vessel's holding tank upon request;
 - 7) Law Enforcement officers have responded to complaints of excessive noise, thefts, firearms violations, controlled substance violations, or other disturbances of possible danger to the environment or any person, emanating from the vessel or its crew;
 - 8) The vessel is at any time within one mile of any public boat landing or public bridge or 100 feet of any other legally anchored vessel; any private, properly permitted mooring; or any private, properly permitted dock or marina without the written permission of the owner;
 - 9) The vessel does not display proper anchor lights;
 - 10) If Department of Natural Resources, Department of Health and Environmental Control, or the Harbor Master determines there are safety-related or environmental reasons for denying permission during a particular period of time, or in a particular place, or in a particular manner or has been identified as an abandoned watercraft by the Department of

Natural Resources.

- (D) If a person's permit has been revoked twice, an additional permit shall not be granted for a period of one year.
- (E) Within four hours of a hurricane warning being declared, each vessel operator shall secure their vessel to prevent the vessel, and/or its parts or contents from damaging the property of others.
- (F) This section does not apply to the following:
 - 1) A vessel docked at a private recreational dock or a non-eligible facility so long as such vessel is not utilized as a live-aboard vessel;
 - 2) A vessel seeking safe harbor from dangerous weather or in the event of mechanical failure for up to seven days; or
 - 3) A vessel anchored while actively engaged in fishing or other noncommercial recreational activities.

Sec. 20-145. - Harbormaster.

- (A) The harbormaster shall be appointed by Georgetown City Council annually for a one-year term beginning January 1 and ending December 31. In the event that an appointment is not made, the incumbent shall remain in the office of harbormaster until a successor is appointed and sworn. This article shall not be construed as giving the serving harbormaster any expectation of automatic reappointment to successive terms, and no cause need be shown by the council for their failure to reappoint a harbormaster at the end of any one-year term.
- (B) Minimum qualifications of the harbormaster are as follows:
 - 1) Possess and maintain a City of Georgetown business license.
 - 2) Ability to work independently with sound judgement and excellent communication skills.
 - 3) Ability to interact with a wide variety of entities and individuals at the local, state, and federal levels.
 - 4) Proficiency in small to medium boat handling and basic navigation.
 - 5) Available to work variable hours, including nights and weekends, during main boating season.
- (C) Duties and responsibilities of the harbormaster include, but are not limited to, the following:
 - 1) Administer and enforce the provisions of this article with the authority granted by law.
 - 2) Manage and administer the mooring and vessel tie-up renewal process, maintain the City of Georgetown Harbor Mooring Field waiting list and the approved mooring inspectors list, register new moorings in the City of Georgetown Harbor Mooring Field, and assign and issue permits for new moorings.
 - 3) Maintain anchorage areas and change mooring locations when a crowded condition renders the change desirable.

- 4) Prepare an annual mooring field budget and report for council.
- 5) Resolve conflicts between parties relating to moorings and operation of watercraft.
- 6) Ensure mooring users make permit payments and are moored in correct locations safely.
- 7) The harbormaster is not authorized to carry a weapon or to make arrests in the conduct of any duties required by his/her office.

Sec. 20-146. - Anchoring prohibited.

- (A) Anchoring within one hundred forty (140) feet of a mooring buoy owned by the city is prohibited. No vessel shall be anchored within the Corps of Engineers established channel. Boats anchored in these areas at the date of the passage of this article shall have sixty (60) days to comply.
- (B) This section does not apply to vessels attached to permanent piers or docks.

Sec. 20-146. - Mooring buoys.

- (A) Mooring buoys shall be the exclusive anchorage in the Georgetown Harbor Mooring Field as depicted on the City of Georgetown Harbor Mooring Field Map attached and incorporated.
- (B) Mooring buoys shall be uniform, colored white, with the design and construction specifications depicted on the mooring buoy details specification diagram, attached and incorporated.
- (C) Mooring buoy placement locations shall be limited to locations depicted on the mooring buoy map, attached and incorporated herein as Exhibit A. Other placement is expressly prohibited.
- (D) Mooring buoys shall be placed and owned by the City of Georgetown.
- (E) Any person attaching their vessel to a city-owned mooring buoy must register and pay a fee with the city's designated harbormaster.
- (F) All vessels attached to buoys must dispose of waste at an approved pump-out site.
- (G) This section does not apply to vessels attached to permanent piers or docks, vessels anchored in connection with a permitted special event, and vessels anchored in compliance with section 20-144.

Sec. 20-147. - Seizure and disposal of abandoned vessels.

Seizure of certain watercraft; notice of seizure and of time for removal; forfeiture and disposal. Pursuant to the police powers of local governments for the promotion of the public health, safety and welfare and general convenience as granted by state legislation, including the state home rule act, construed in accordance with provisions of the South Carolina State Constitution and the South Carolina Code of Laws, the city shall be authorized to seize a stolen, abandoned, junked, adrift, destroyed, or salvaged watercraft or outboard motor, a watercraft that is no longer functional for its primary purpose, a watercraft or outboard motor for which the true owner is not determined, or a watercraft or outboard motor on which the manufacturer's or assigned serial number has been destroyed, removed, covered, altered, or defaced, such watercraft may be located on public property or on private property if impermissibly located on such private shores

and banks, or which constitute a nuisance, a hazard to navigation, or threatens sensitive environments, and/or which is not within an anchorage area approved by the U.S. Coast Guard, U.S. Army Corps of Engineers, or the South Carolina Department of Health and Environmental Control and such watercraft or outboard motor is deemed to be a nuisance or a hazard to the citizens of the City of Georgetown.

The city may post a notice to seize on a clearly visible location of the watercraft while it is in its current location. The posting of a notice to seize on the watercraft or outboard motor shall constitute notice to a person claiming an interest in it, and the person shall immediately remove the vessel. If the vessel is not removed by the owner within sixty (60) days of the posting of the notice to seize, the city may then effect seizure of the vessel by removing it no sooner than sixty (60) days after the posting of the notice to seize. If after reasonable efforts, the city determines the owner of a noticed watercraft or outboard motor and related marine equipment, it shall notify the owner by certified mail of the procedure, the location, and the fact that he has not less than thirty (30) days from the date of the certified letter to remove the vessel or equipment from the unlawful location or the city's designated storage facility as applicable. If a security interest has been perfected, the city must notify the lien holder by certified mail allowing thirty (30) days to respond.

The failure of the owner and all lienholders to exercise their right to reclaim the watercraft within the time provided is considered a waiver by the owner and lienholders of all rights, title, and interest in the watercraft and is considered as their consent to the disposition of the watercraft by the city.

The city may retain the property for official use or transfer the property to another public entity for official use, sell the property at public auction, or, destroy or otherwise lawfully dispose of the watercraft or outboard motor at the discretion of the city. If proceeds are derived from a sale, they must be deposited in the Boating Operating Fund of the city for administration of the program.

The city shall keep a record of noticed vessels and the circumstances under which found, impounded, stored, sold, or destroyed, or removed by another party.

Sec. 20-148. - Policy and procedure.

In order to implement the provisions of this chapter, the City Administrator or designee is authorized to establish written policies and procedures consistent with the provisions herein and Title 50 of the South Carolina Code of Laws.

Sec. 20-149. - Notice to state.

In the event that the city is unable to ascertain the identity of the owner, or for any other reason is unable to give notice to a party with interest in the vessel or watercraft other than the posting of notice, and in the event the vessel or watercraft is not returned to the owner, the city shall send or cause to be sent a written report of such removal and disposal to the South Carolina Department of Natural Resources.

Sec. 20-150. - Violation; misdemeanor.

(A) Any person who violates any section of this article shall be guilty of a misdemeanor and shall be punishable under section 1-16 of this code.

(B) In addition to any other penalties allowed by federal, state or local law, a person violating the provisions of 20-140 through 20-154 is guilty of a misdemeanor and, upon conviction, must be fined not less than \$1,000.00 nor more than \$5,000.00 or imprisoned up to 30 days, or both. In

addition, the owner must remove the abandoned watercraft within 14 days of conviction. The city Municipal Court is vested with jurisdiction for cases arising under this section.

Sec. 20-151. - Severability.

If any section, subsection, clause or provision of this article shall be deemed unconstitutional or found to conflict with a provision of South Carolina law, or be otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby and shall remain in full force and effect.

Sec. 20-152. - Conflicts.

If a section, subsection, clause, or provision of this article shall conflict with the section, subsection, clause, or provision of a preceding ordinance of the City of Georgetown, then the preceding section, subsection or part shall be deemed repealed and no longer in effect.

Sec. 20-153 ADMINISTRATION AND ENFORCEMENT.

- (A) *Administration.* The administration and enforcement of the provisions of this subchapter shall be vested in the City of Georgetown, Law Enforcement, or the Harbormaster. Law Enforcement or the Harbormaster shall have the authority to board any vessel subject to the provisions of this subchapter or to any applicable rule or regulation for the purpose of inspection or determining compliance and are empowered to issue a summons for appearance in court or make arrest for violations of this subchapter or the rules and regulations prescribed thereunder.
- (B) When necessary, the Georgetown Police Department or the Harbormaster may act, or may join in action with other agencies, to declare a vessel "abandoned" or "derelict," or to determine and abate any unsafe or environmentally hazardous conditions, by towing, relocating, removing any vessel, or taking any other action reasonably necessary.
- (C) Law Enforcement or the Harbormaster shall post conspicuous notice on any vessels that are in violation of permit conditions, or that have an expired or revoked permit. Law Enforcement or the Harbormaster shall then continue to monitor the violating vessel until ten (10) days have elapsed from the date of the posting. If the person in control of the vessel returns, or contacts Law Enforcement or the Harbormaster and abates the violation within that time, no further actions, other than payment of accrued fees need to be taken.
- (D) If the owner of any unattended vessel anchored, moored, docked, or stored in city waters fails to respond to notices or pay fines and fees as required by this section for more than ten (10) days from the posting, the vessel may be taken into custody by the Georgetown Police Department or the Harbormaster and stored in a safe place of storage.
- (E) The owner shall be responsible for the costs of towing, storage, removal, and salvage of the vessel. Any vessel towed, removed, relocated or impounded shall be subject to a lien for associated costs. The owner of the vessel may only redeem the vessel from the designated storage area upon payment of costs and fees. The city or its contractor is not liable for damages associated with towing or enforcement.
- (F) If a vessel is seized and towed, Law Enforcement or the Harbormaster shall report the vessel to the Department of Natural Resources for owner notification. If the vessel is deemed abandoned by the Department of Natural Resources, it shall be eligible for removal in accordance with South Carolina state law.
- (G) This section does not limit any other rights granted to the city or Law Enforcement by federal,

state or local law.

Sec. 20-154 PENALTY.

- (A) For each day that a violation of this section is not abated, there will be a \$500.00 per day fine. The imposition of this fine shall not be suspended.
- (B) In addition to any other penalties allowed by federal, state or local law, a person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined not less than \$1,000.00 nor more than \$5,000.00 or imprisoned up to 30 days, or both. In addition, the owner must remove the abandoned watercraft within 14 days of conviction. The city Municipal Court is vested with jurisdiction for cases arising under this section.

- CODE OF ORDINANCES
Chapter 20 - STREETS, SIDEWALKS AND PUBLIC PLACES
ARTICLE X. CITY MARITIME MOORING FIELD, BOATS, AND ABANDONED VESSELS

~~ARTICLE X. CITY MARITIME MOORING FIELD, BOATS, AND ABANDONED VESSELS¹~~

~~Sec. 20-140. Scope and purpose.~~

~~The provisions of this article are intended to address use of the Sampit River along the City Harborwalk side of Goat Island, from Morgan Park to the Kaminski House, for the benefit of the citizens and boating community, to encourage safety for the boating public and along the waterfront, and promote scenic beauty. The provisions of this article are intended to address mooring buoys, river use, law enforcement, and abandoned vessels in a manner consistent with state law, including but not necessarily limited to Title 50 of the South Carolina Code of Laws, which shall govern all activity and matters related to watercraft on the waters, and the shores and banks of the Sampit River as identified herein, located within the jurisdictional limits of the City of Georgetown.~~

~~It is the intent of the city, that any action taken with regard to South Carolina Code of Laws, Title 50, Chapter 21, Section 190, Abandoning Watercraft or Outboard Motor; Penalty; Removal, will be done in coordination with the South Carolina Department of Natural Resources.~~

~~(Ord. of 9-19-19(2))~~

~~Sec. 20-141. Definitions.~~

~~Except where the context clearly indicates otherwise, the following terms and phrases as used in this definition shall have the following meanings:~~

~~*Abandon or abandoned* means any nuisance watercraft that has been anchored, moored, stranded, wrecked, sinking or sunk, or that is no longer functional for its primary purpose, or has been left unattended for longer than forty five (45) days. A watercraft is not abandoned if it is legally moored or is legally and permissively on private property.~~

~~*Abandon or abandoning* means the act of anchoring, mooring, stranding, wrecking, sinking, or leaving a watercraft unattended beyond the proscribed period and/or in an unlawful manner such that has become a nuisance or danger.~~

~~*Boat* means a vessel or watercraft.~~

~~*City Maritime Field* for purposes of this article means the area of the Sampit River established by drawing a straight line from the southern-most property corner of the Stewart Parker House across to the northern tip of Goat Island to form the northern boundary and drawing a straight line from the southern tip of Goat Island to the "S" marker or day beacon in Sampit River ship channel, then to the public boat ramp located at East Bay Park to form the southern boundary. A map of this area and details about the quantity, location, and description of the mooring buoys is attached hereto and made a part of this article, attached and incorporated and maintained at city hall.~~

¹Editor's note(s)—An ordinance of September 19, 2019(2), amended article X in its entirety to read as herein set out. Former article X, §§ 20-140—20-151, pertained to similar subject matter, and derived from an ordinance of August 15, 2013(2).

Department means the South Carolina Department of Natural Resources.

Harbormaster means the person, owner, group, marina or organization that shall have all those certain duties and responsibilities of permitting, placing, inspecting, instructing, resolving conflicts, etc. relating to moorings in the City of Georgetown Harbor Mooring Field.

Mooring buoy means a buoy fixed to the bottom in the navigable water with means such as a ring to moor a vessel by use of anchor chain or mooring lines, moored at the bow.

Operator means every person who steers or is in control of the use, navigation, movement, anchoring, mooring, or employment of a vessel.

Owner means a person, other than a lien holder, who claims lawful possession of a vessel or outboard motor by virtue of legal title or equitable interest in it which entitles him to possession.

Person means an individual, a partnership, a firm, a corporation, an association, or other legal entity.

Unattended as it pertains to watercraft means there are no observable change in circumstances or evidence of being looked after or maintained in any way and no substantial change in location.

Use means operate, navigate, or employ.

Vessel means every description of watercraft, other than a seaplane regulated by the federal government, used or capable of being used as a means of transportation on water.

Waters of the city means waters within the jurisdictional limits of City of Georgetown (See attached map of City Maritime Field), but not on private lakes or ponds.

Waters of the state means waters within the territorial limits of the state but not private lakes or ponds.

Watercraft means anything used or capable of being used as a means of transportation on the water but does not include: A seaplane regulated by the federal government, water skis, aquaplanes, surfboards, windsurfers, tubes, rafts, and similar devices or anything that does not meet construction or operation requirements of state or federal government for watercraft.

(Ord. of 9-19-19(2))

Sec. 20-142. Permits and administration.

All mooring buoys shall be owned and installed by the City of Georgetown as pertains to the City of Georgetown Harbor Mooring Field permit drawings dated May 17, 2019 (copy may be obtained at City Hall). Individual permits, whether it be daily, weekly or monthly, for the twenty-nine (29) mooring locations in the Sampit Harbor, shall be issued and managed by the designated harbormaster.

- (1) Mooring buoys are intended for short term use by transient boaters. No single person or group of persons may lease more than one mooring buoy at any given time.
- (2) The application:
 - a. *Statement of intended use.* The application shall include the intended length of mooring ball use, which shall not exceed one month.
 - b. *Boater information.* The application shall include boater information not limited too; name, address, city, state, zip code, phone number, email address, boat type, boat length, inboard/outboard motor, registration number and state, boat insurance company, and signature of liability.
 - c. *Fees.* The permit application fee shall be paid in advance and shall be based on the predetermined fee schedule set by the official city clerks records, and may be amended from

time to time by council. The harbormaster agrees to report fees collected from transient moorings on a monthly basis, and remit to the city a percentage of fees collected. Mooring spaces allowed in previous agreements to this article shall not be subject to these fees.

- (3) ~~Notice: If application is completed with the harbormaster, notice will be given same day of availability, length of moor, and permit fees associated with the city mooring field. If application is sent to harbormaster ahead of time, the harbormaster will notify said applicant within fifteen (15) days.~~
- (4) ~~Permit holder requirements:~~
- a. ~~Permit holders shall provide proof of current liability insurance, issued by an insurance company, protecting the harbormaster and the city from all claims for damage to property and bodily injury, including death, which may arise from operation or use of the mooring ball under or in connection with the permit. Such proof of liability insurance coverage shall include an endorsement naming the harbormaster and the city as additional insureds.~~
 - b. ~~Permits are not subject to assignment to any third party. The use of moorings is intended for the private recreational use of the permittees. Personally subletting and/or commercial use of the moorings is strictly prohibited and constitutes explicit grounds for unilateral termination of a mooring permit. Only the boat belonging to the permittee and specifically described on the mooring permit application may be stored at the mooring.~~
 - c. ~~Permit holders shall maintain buoy(s) with a clean appearance and in good repair at all times.~~
- (5) ~~Renewal: During times when there are vacant mooring buoys, no pending applications for new permits, the harbormaster may renew existing permits for the same location for a time period not to exceed the lesser of one month, and issue a mooring permit to any city resident (non-transient) boat owner who submits a permit application. Any permittee wishing to renew a permit shall submit a permit renewal application to the harbormaster no later than twenty four (24) hours prior to the expiration of the current permit. Permits for location received after that time will be on a first come, first served basis, as provided above.~~
- (6) ~~Remedies: * The permit is a temporary license, which may be denied, suspended or revoked for any conduct which is contrary to the provisions of this article or for conduct of the mooring related business in such a manner as to create a public nuisance or constitute a danger to public health, safety or welfare. The city may deny, revoke or suspend a permit issued under this article at any time for any reason, to include:~~
- a. ~~Any necessary permit has been suspended, revoked or canceled.~~
 - b. ~~The permittee does not have insurance in force which is correct and effective.~~
 - c. ~~Changing conditions of Sampit River traffic or other maritime changes, natural or man-made, necessitating removal of the buoy.~~
 - d. ~~The permittee has failed to correct violations of this article or conditions of the permit upon receipt of notice of the violation delivered in writing to the permittee.~~
- ~~*Notice under this section shall be in writing.~~
- (7) ~~Administration: Authority was granted by the South Carolina Department of Natural Resources under S.C. Code, section 50-21-80 to administer and enforce the provisions of Chapter 21 of Title 50 SC Code in a letter from the department director on August 14, 2013. This authority shall be vested in the City of Georgetown Police Department. Public safety officials and their authorized contractors shall have the authority to board an abandoned vessel, defined as any watercraft that has been moored, stranded, wrecked, sinking, or sunk, and has been left unattended for longer than forty five (45) days, and designated by the department as abandoned subject to the provisions of this article or to any~~

applicable rule or regulation for the purpose of inspection or determining compliance with the provisions of this article. Such officials are empowered to post seizure notices, issue summons for appearance in court or make arrest for violations of this article or the rules and regulations prescribed hereunder.

~~(Ord. of 9-19-19(2))~~

~~Sec. 20-143. Harbormaster.~~

- ~~(a) The harbormaster shall be appointed by the city council annually for a one year term beginning January 1 and ending December 31. In the event that an appointment is not made, the incumbent shall remain in the office of harbormaster until a successor is appointed and sworn. This article shall not be construed as giving the serving harbormaster any expectation of automatic reappointment to successive terms, and no cause need be shown by the council for their failure to reappoint a harbormaster at the end of any one year term.~~
- ~~(b) Minimum qualifications of the harbormaster are as follows:

 - ~~(1) Possess and maintain a City of Georgetown business license.~~
 - ~~(2) Ability to work independently with sound judgement and excellent communication skills.~~
 - ~~(3) Ability to interact with a wide variety of entities and individuals at the local, state, and federal levels.~~
 - ~~(4) Proficiency in small to medium boat handling and basic navigation.~~
 - ~~(5) Available to work variable hours, including weekends, during main boating season.~~~~
- ~~(c) Duties and responsibilities of the harbormaster include, but are not limited to, the following:

 - ~~(1) Administer and enforce the provisions of this article with the authority granted by law.~~
 - ~~(2) Manage and administer the mooring and dinghy tie-up renewal process, maintain the City of Georgetown Harbor Mooring Field waiting list and the approved mooring inspectors list, register new moorings in harbor waters, and assign and issue permits for new moorings.~~
 - ~~(3) Maintain anchorage areas and change mooring locations when a crowded condition renders the change desirable.~~
 - ~~(4) Prepare an annual mooring field budget and report for council.~~
 - ~~(5) Resolve conflicts between parties relating to moorings and operation of watercraft.~~
 - ~~(6) Ensure mooring users make permit payments and are moored in correct locations safely.~~
 - ~~(7) The harbormaster is not authorized to carry a weapon or to make arrests in the conduct of any duties required by his/her office.~~~~

~~(Ord. of 9-19-19(2))~~

~~Sec. 20-144. Anchoring prohibited.~~

- ~~(a) Anchoring within one hundred forty (140) feet of a mooring buoy owned by the city is prohibited. No vessel shall be anchored within the Corps of Engineers established channel. Boats anchored in these areas at the date of the passage of this article shall have sixty (60) days to comply.~~
- ~~(b) This section does not apply to vessels attached to permanent piers or docks.~~

~~(Ord. of 9-19-19(2))~~

Sec. 20-145. Mooring buoys.

- (a) ~~Mooring buoys shall be the exclusive anchorage in the Maritime Mooring Field, as depicted on the City of Georgetown Harbor Mooring Field Map attached and incorporated.~~
- (b) ~~Mooring buoys shall be uniform, colored white, with the design and construction specifications depicted on the buoy details specification diagram, attached and incorporated.~~
- (c) ~~Mooring buoy placement locations shall be limited to locations depicted on the mooring buoy map, attached and incorporated. Other placement is expressly prohibited.~~
- (d) ~~Mooring buoys shall be placed and owned by the city.~~
- (e) ~~Any person attaching their vessel to a city owned mooring buoy must register and pay a fee with the city's designated harbormaster.~~
- (f) ~~All vessels attached to buoys must dispose of waste at an approved pump-out site.~~
- (g) ~~This section does not apply to vessels attached to permanent piers or docks, vessels anchored in connection with a permitted special event, and vessels anchored in compliance with section 20-144.~~

(Ord. of 9-19-19(2))

Sec. 20-146. Unlawful acts.

Unlawful to abandon:

- (1) ~~It is unlawful to abandon a watercraft or outboard motor on the public land or waters of this state or the city or on private property without permission of the property owner. This section does not apply to persons who abandon a watercraft in an emergency for the safety of the person onboard; however, after the emergency is over, the owner and operator of the abandoned watercraft shall make a bona fide attempt to recover the watercraft.~~
- (2) ~~A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, may be fined no more than five hundred dollars (\$500.00) or imprisoned up to thirty (30) days, or both. In addition, the owner must remove the abandoned watercraft within fourteen (14) days of conviction. The city recorder's court is vested with jurisdiction for cases arising under this section.~~
- (3) ~~An abandoned watercraft must be removed at the risk and the expense of the owner.~~

(Ord. of 9-19-19(2))

Sec. 20-147. Seizure and disposal of abandoned vessels.

~~Seizure of certain watercraft; notice of seizure and of time for removal; forfeiture and disposal. Pursuant to the police powers of local governments for the promotion of the public health, safety and welfare and general convenience as granted by state legislation, including the state home rule act, construed in accordance with provisions of the South Carolina State Constitution and the South Carolina Code of Laws, the city shall be authorized to seize a stolen, abandoned, junked, adrift, destroyed, or salvaged watercraft or outboard motor, a watercraft that is no longer functional for its primary purpose, a watercraft or outboard motor for which the true owner is not determined, or a watercraft or outboard motor on which the manufacturer's or assigned serial number has been destroyed, removed, covered, altered, or defaced, such watercraft may be located on public property or on private property if impermissibly located on such private shores and banks, or which constitute a nuisance, a hazard to navigation, or threatens sensitive environments, and/or which is not within an anchorage~~

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(Supp. No. 74)

area approved by the U.S. Coast Guard, U.S. Army Corps of Engineers, or the South Carolina Department of Health and Environmental Control and such watercraft or outboard motor is deemed to be a nuisance or a hazard to the citizens of the City of Georgetown.

The city may post a notice to seize on a clearly visible location of the watercraft while it is in its current location. The posting of a notice to seize on the watercraft or outboard motor shall constitute notice to a person claiming an interest in it, and the person shall immediately remove the vessel. If the vessel is not removed by the owner within sixty (60) days of the posting of the notice to seize, the city may then effect seizure of the vessel by removing it no sooner than sixty (60) days after the posting of the notice to seize. If after reasonable efforts, the city determines the owner of a noticed watercraft or outboard motor and related marine equipment, it shall notify the owner by certified mail of the procedure, the location, and the fact that he has not less than thirty (30) days from the date of the certified letter to remove the vessel or equipment from the unlawful location or the city's designated storage facility as applicable. If a security interest has been perfected, the city must notify the lien holder by certified mail allowing thirty (30) days to respond.

The failure of the owner and all lienholders to exercise their right to reclaim the watercraft within the time provided is considered a waiver by the owner and lienholders of all rights, title, and interest in the watercraft and is considered as their consent to the disposition of the watercraft by the city.

The city may retain the property for official use or transfer the property to another public entity for official use, sell the property at public auction, or, destroy or otherwise lawfully dispose of the watercraft or outboard motor at the discretion of the city. If proceeds are derived from a sale, they must be deposited in the boating operating fund of the city for administration of the program.

The city shall keep a record of noticed vessels and the circumstances under which found, impounded, stored, sold, or destroyed, or removed by another party.

{Ord. of 9-19-19(2)}

~~Sec. 20-148. Policy and procedure.~~

In order to implement the provisions of this chapter, the administrator or his designee is authorized to establish written policies and procedures consistent with the provisions herein and Title 50 of the South Carolina Code of Laws.

{Ord. of 9-19-19(2)}

~~Sec. 20-149. Notice to state.~~

In the event that the city is unable to ascertain the identity of the owner, or for any other reason is unable to give notice to a party with interest in the vessel or watercraft other than the posting of notice, and in the event the vessel or watercraft is not returned to the owner, the city shall send or cause to be sent a written report of such removal and disposal to the South Carolina Department of Natural Resources.

{Ord. of 9-19-19(2)}

~~Sec. 20-150. Violation; misdemeanor.~~

Any person who violates any section of this article shall be guilty of a misdemeanor and shall be punishable under section 1-16 of this Code.

{Ord. of 9-19-19(2)}

~~Sec. 20-151. Severability.~~

~~If any section, subsection, clause or provision of this article shall be deemed unconstitutional or found to conflict with a provision of South Carolina law, or be otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby and shall remain in full force and effect.~~

~~(Ord. of 9-19-19(2))~~

~~Sec. 20-152. Conflicts.~~

~~If a section, subsection, clause, or provision of this article shall conflict with the section, subsection, clause, or provision of a preceding ordinance of the City of Georgetown, then the preceding section, subsection or part shall be deemed repealed and no longer in effect.~~

~~(Ord. of 9-19-19(2))~~



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

ACTION ITEM

DOC ID: 3801

Council Meeting Date:	16 March 2023
Department:	Engineering
Issue Under Consideration:	Motion to approve a contract in the amount of \$100,525 for the S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering services and to award contract to Weston & Sampson Engineers, Inc.
Amount Requested:	\$100,525
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	None
Points to Consider:	1) Project is ARPA funded. 2) Sanitary Survey and Engineering will be performed in the spring and fall of 2023. 3) Construction scheduled for early 2024.
Options:	Approve or Not-Approve
Staff Recommendation:	Approve

Reviews:

Scott Whittier Completed 03/06/2023 6:35 PM
 Finance Completed 03/07/2023 5:25 PM
 City Attorney Completed 03/08/2023 9:53 AM
 Sandra E. Yudice Ph.D. Completed 03/08/2023 3:35 PM
 Stephanie Buccione Completed 03/08/2023 4:29 PM
 Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 Notice of Intent to Award (PDF)
2. 2 Ranking Summary (PDF)
3. 3 Tally (PDF)
4. 4 WESTON (PDF)
5. 5 Addendum I (PDF)
6. 6 Exhibit B-GIS Sewer Map S.Fraser (PDF)

Updated: 3/8/2023 3:35 PM by Sandra E. Yudice Ph.D. (Page 1)



NOTICE OF INTENT TO AWARD

To: All participating consultants

Date: Monday March 6, 2023

RE: Sanitary Sewer and Manhole Survey Project #1818

Issued Date: Wednesday, January 25, 2023

The following consultants submitted responses to the above solicitation:

1. AECOM
2. Dukes Root Control
3. Hanna Engineering, LLC
4. Mattern & Craig
5. Weston & Sampson Engineers, Inc.

The Project Review Committee evaluated the submittals according to the criteria stated in the solicitation. Award to the following is pending, and is subject to approval by City Council:

Weston & Sampson Engineers, Inc.

The successful consultant is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until a contract is fully executed.

To view the City's Procurement Ordinance, including protest procedures, please click on the hyperlink below:

[Procurement Ordinance](#)

We would like to thank each consultant for the time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the City of Georgetown.

Sincerely,

Daniella Howard

E-Mail:
purchasing@georgetownsc.gov

City of Georgetown
Post Office Drawer 939 * 1134 N Fraser Street
Georgetown, SC 29442
www.georgetownsc.gov

Administration Telephone:
843.545.4001

Sanitary Sewer and Manhole Survey Project #1818 - RFP

Proposals received: February 22, 2023

Project Review Committee (PRC) Ranking Summary

Thursday, March 2, 2023

WESTON & SAMPSON ENGINEERS	1
AECOM	2
DUKES ROOT CONTROL	3
MATTERN & CRAIG	4
HANNA ENGINEERING	5

Sanitary Sewer and Manhole Survey Project #1818 - RFP

Proposals received: February 22, 2023

Analysis of Evaluations

Thursday, March 2, 2023

FINAL RESULTS - PROJECT REVIEW COMMITTEE TALLY OF SCORES

	Scott Whitter		Orlando Arteaga		Derrick Grant		Points Total Score		Ranking Total Score		Final Ranking	
	Total Points	Rank	Total Points	Rank	Total Points	Rank						
RESPONDENT:												
WESTON & SAMPSON ENGINEERS	88	1	88	1	75	2	251	4			1	
AECOM	87	2	87	2	89	1	263	5			2	
DUKES ROOT CONTROL	82	3	85	3	75	2	242	8			3	
MATTERN & CRAIG	77	4	75	5	68	4	220	13			4	
HANNA ENGINEERING	55	5	76	4	41	5	172	14			5	



February 22, 2023

1201 Main Street, Suite 930, Columbia, SC 29201
Tel: 803.667.9904

Daniella Howard, Purchasing Agent
City of Georgetown

Re: **Request for Proposal (RFP) and Qualifications for Engineering Services
Sanitary Sewer and Manhole Survey – S. Fraser Street, Project No. 1818**

Dear Ms. Howard,

We appreciate the opportunity to provide this proposal package to you for the above-referenced project. We are committed to helping the City of Georgetown provide cost-effective and innovative solutions to their infrastructure challenges, and we look forward to working with you and your Team on this project. Our Columbia office will be managing the day-to-day aspects of this contract.

Weston & Sampson is a multi-disciplined engineering and architectural firm, with a total staff size of over 750. As a firm, we are properly licensed to perform engineering services in South Carolina, as well as many other states. Our engineers on the project Team are also NASSCO certified. We are consistently ranked among the top design firms in the United States by ENR. The key to our long-term success, as an employee-owned firm that has stood the test of time, is to continue keeping our **primary focus on providing Clients value on projects like these. Our client list includes Georgetown County Water & Sewer District, Berkeley County Water & Sanitation, Charleston Water System, Summerville CPW, Beaufort Jasper Water & Sewer Authority, City of Columbia, ReWa, Spartanburg Water and Mount Pleasant Waterworks, just to name a few.**

We have reviewed the provided scope and ensured our proposed cost is aligned with the work. We received and reviewed Addendum #1 as part of our proposal. Our Team is available and prepared to dedicate the necessary time as soon as a notice to proceed is issued. Our fee of \$100,525.00 is shown by task in the below table:

City of Georgetown – S. Fraser Street SSES, No. 1818		
Phase No.	Description	Total Cost
1	Sewer System Evaluation Study (SSES)	\$ 73,595.00
2	Bidding and Construction Administration/ Observation	\$ 26,930.00
Total Fee		\$ 100,525.00

We value our relationships with our clients, and are looking forward to the opportunity to work with the City of Georgetown as this project moves forward. We will make sure that this project remains on schedule and budget while we work towards delivering a final design product that enables an efficient bidding and construction process. If you would like any additional information, please do not hesitate to reach out. We look forward to your favorable evaluation of our proposal.

Sincerely,
WESTON & SAMPSON ENGINEERS, INC.

Kipling R. Gearhart, PE
Vice President, Regional Manager
GearhartK@wseinc.com

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)

STATEMENT OF QUALIFICATIONS

SUMMARY OF QUALIFICATIONS

Weston & Sampson's experience, resources, and services extend to all aspects of wastewater projects, including infiltration/inflow (I/I) analysis and sewer system evaluation surveys (SSES), innovative/alternative wastewater management, GIS, asset management, sewer mapping, construction management, and regulatory and funding assistance. Within the past ten years, Weston & Sampson has **completed over 75 I/I and SSES projects**, coordinated and reviewed over five million feet of sewer television inspection, designed approximately three million linear feet of new or rehabilitated sewers, administered approximately 300,000 linear feet of cured-in-place pipe lining work, and managed more than 150 construction contracts.

Ranked 20th among the Top 50 Trenchless Design Firms in North America, Weston & Sampson is a national leader in the assessment and rehabilitation of aging pipelines and systems.

EXPERIENCE MANAGING FIELD INSPECTION SERVICES FOR SSES PROJECTS

With over 120 years of wastewater consulting experience, Weston & Sampson has the expertise and resources necessary to successfully complete the required SSES services for the City of Georgetown. Most recently, we have completed a very similar project with the City of Columbia which included performing a sanitary sewer evaluation study for the SB-01 basin, including manhole and pipe surveys and inspections, CCTV inspection, smoke testing, and developing recommendations for repair of the top priority defects. The basin included approximately 145,702 LF of sanitary sewer main and 800 manholes.

As a firm, we have completed many SSES projects and currently manage several annual programs for many municipal wastewater utilities. We are usually very involved in the field operations and data collections in order to gain valuable insight into the details of actual field conditions and project asset locations.

Many of our engineers are NASSCO Certified having been through the formal training as well as on the job training associated with field work, manhole inspections, working with CCTV crews and reviewing countless hours of pipeline videos to assign or confirm defect codes, operating our Zoom Camera as well as reviewing Zoom Cam photos and videos also to confirm or assign defect codes and actually performing smoke testing. Weston & Sampson usually performs our smoke testing in house. This Smoke Blowing Team always includes engineers who are also involved in developing priorities for the rehabilitation plan. Having first-hand knowledge of actual field conditions gives our team members a much better understanding of the system and enables more practical assignment of priorities which better serve the collateral environments of critical parts of a wastewater system.

PROJECT UNDERSTANDING

The City of Georgetown (CITY) has issued this RFP for engineering services for conducting a Sewer System Evaluation Survey (SSES) along Fraser Street between Front Street and Bourne Street in Georgetown, South Carolina. The project consists of the survey and evaluation of approximately 5,337 LF of sanitary sewer mains ranging from 8-inch to 12-inch in diameter and 23 manholes. The City wishes to break the project into two (2) phases. Phase I tasks, which is the SSES, is to be completed in Fiscal Year 22-23, while Phase II, system rehabilitation, will be completed in Fiscal Year 23-24. Funding for both Phase I and Phase II will be through the American Rescue Plan Act 2021 (ARPA) Grant.

PROJECT APPROACH

The Weston & Sampson approach to all our projects begins with the conviction that client satisfaction is ultimately achieved by delivering well thought out, high quality, services that are on time, meet client expectations, and remain within budget. In pursuit of this philosophy, all of Weston & Sampson's team leaders take an active role to ensure that we meet the needs and expectations of our clients.

Our **Team Leader, Tom Keefer**, has extensive SSES design and construction experience. Tom is a Project Manager with over 20 years of experience working with clients to lead their projects from the start of a

concept, through the design phase, into the completion of construction. Tom's familiarity on SSES project requirements has allowed him to make decisions necessary to meet stringent project schedules and provided cost savings by eliminating change orders.

Our **Proposed Project Manager, Philip Wall, PE** has over 25 years of experience in wastewater design with his last 15 years focused on SSES design and construction. Philip is PACP, MACP and LACP certified by NASSCO. Philip has worked with clients to help ensure that the right rehabilitation methods are selected for pipeline and manhole rehabilitation. Both Tom and Philip's familiarity on SSES project requirements has allowed them to make decisions necessary to meet stringent project schedules and provided cost savings by eliminating change orders. **South Carolina Regional Manager, Kip Gearhart, PE**, will utilize his more than 30 years of wastewater design experience to provide quality assurance and quality control through all stages of the project. *Each of these team members are industry leaders and understand the urgency and importance of this project since they have worked closely with or have been directly employed by wastewater system providers in the state.*

Successful projects begin not only with a clear vision of the desired outcomes and a sound plan to achieve them, but also with open and clear communication. Throughout the project, Weston & Sampson will manage the completion of the work including regular contact and updates to the City. Weston & Sampson will begin this project by conducting a kickoff meeting with the Town and Weston & Sampson's key team members.

As the project progresses, to facilitate effective communication and buy-in to rehabilitation recommendations, Weston & Sampson can hold project status meetings with appropriate City personnel as needed (either in person or via Teams/Zoom call) or simply provide written updates throughout the project.

When clients look to complete SSES style projects, Weston & Sampson has a five-pronged approach that many of the broken-out tasks for Phases I & II fall under.



Step 1: Data Collection (Phase I, Tasks 1, 2, 3, 4, 5 & 6). Our first step will be to collect system data by smoke testing, using closed circuit television (CCTV) and pole cameras to survey pipelines and manholes (Phase I, Tasks 1, 3, & 4). Weston & Sampson has the ability to conduct smoke testing in-house with staff located in our Columbia office. Teaming efforts with Vortex Companies will be made to provide CCTV assessments of pipelines and to complete manhole inspections. Smoke testing data that will be provided include photographs and GPS coordinates of each defect that is recorded. Pipeline and manhole inspections will have PDF reports that follow NASSCO PACP and MACP standards, which will include locations and photographs of defects identified.

While conducting CCTV inspections, normal cleaning of the line segments take place using a VAC/Jetter Truck. Occasionally heavy cleaning (Task 2) of the line segment may need to be utilized. From past experience, Weston & Sampson has noticed that less than 10% of the project will need to utilize heavy cleaning. If heavy cleaning is needed, there are specified measures that have to be taken before heavy cleaning is allowed.

Weston & Sampson takes the safety of the public and their staff seriously (Tasks 5 & 6). Weston & Sampson will provide the City with a written safety plan, and will ensure that all employees and contractors for Weston & Sampson follow the safety plan. Before work is started each day safety tailgate meeting will be held on-site. Prior to any survey work beginning, Weston & Sampson will apply for an encroachment permit with the SCDOT. Once the encroachment permit is approved, Weston & Sampson will follow any traffic control requirements as outlined in the permit.

Steps 2 & 3 (Tasks 7, 11 & 12): System Evaluation & Budget and Prioritization. Using the data collected from manhole inspections, main line inspections and smoke testing, Weston & Sampson will evaluate and grade (score) each manhole and mainline segment. Grading will be based on a scale of 1 to 5, with 5 being the highest priority. Weston & Sampson will provide the City with condition assessment report which will include rehabilitation estimates, pipeline reports with photos, manhole inspection reports with photos, photos of sewer service connections, mainline and manhole data tables and GIS maps of the project area.

Once each asset has been graded, Weston & Sampson can work closely with the City to determine what the City's budget will be for the rehabilitation of the mainlines and manholes. This will determine if the City will fix all identified issues, or if the City would prefer to prioritize and focus on rehabilitating defects that are graded 4 and above, evaluating grade 3 and 2 defects on a case by case basis, and not completing any rehabilitation on assets graded 1, unless they are upstream of downstream of a line segment or manhole with higher priority.

Step 4: Project Development (Tasks 8, 9, 10, 12, 13 & 14). Once the assessments have been prioritized and the budget has been determined, Weston & Sampson will use the manhole and mainline reports to evaluate the defects and determine rehabilitation recommendations. Main line repairs may include point repairs, CIPP lining, or pipe bursting. Manhole rehabilitation may include general repairs to manhole components, lining of the manhole with a cementitious or epoxy liner, or complete manhole replacement. Weston & Sampson will meet with the City to discuss the recommendations and to address any question the City may have concerning recommended repairs. Once all repairs have been approved by the City, Weston & Sampson will prepare plans and specifications which will include plans that indicate the location of the line segments and manholes and will be color coded based on the type of rehab. Mainline and manhole rehabilitation tables will also be included in the plan set with detailed information about the asset and the rehabilitation method. A final construction estimate will be provided to City based on the final recommendations.

Weston & Sampson will also apply for all permits that may be associated with the rehabilitation work. Permits from SCDOT are expected as part of the project. Conversations with SCDHEC/OCRM will determine if permits will be required or if the work will be considered maintenance.

Step 5: Construction (Phase II, All Tasks). The final step in the five-pronged approach is Construction. Plans and specifications (4 printed sets and electronic copies in PDF Format) will be provided to the City prior to bidding the project. Weston & Sampson and our teaming partner, CES Group, is staffed with field staff who are knowledgeable in SSES rehabilitation projects. Weston & Sampson will assist the City with bidding and awarding the project, conduct pre-construction meeting, and provide limited construction administration (NTE 60 hours) and site observations (NTE 120 hours). Once rehabilitation is complete, post-video inspections and reports will be reviewed and a letter of acceptance will be provided to the City. A final record document will be provided to the city that will identify rehabilitation that has taken for each asset.

RELEVANT EXPERIENCE

A sampling of our most recent, relevant experience is outlined below.

Smith Branch SB-01 Basin SSES, Columbia, SC. Weston & Sampson provided technical engineering support to the City of Columbia for a Sewer System Evaluation Study (SSES) of a portion of the City's sanitary sewer system (Smith Branch Basin – SB-01) to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations identified structural, operations and maintenance, and infiltration and inflow (I/I) related problems. The purpose of the project was to collect data for a portion of the city's collection system infrastructure for use in determining rehabilitation and replacement needs. The project involved approximately 800 manholes and approximately 145,702 linear feet of sewer main less than 15-inches in diameter.

Engineer-led Find and Fix Gravity Sewer Rehab, Columbia, SC. Weston & Sampson has been working with the City of Columbia on an innovative approach to providing engineering services for the evaluation and rehabilitation of several sanitary sewer basins in the Irmo, SC area. Engineering services included smoke testing, review of existing

data, development of investigation areas, construction administration, and overall project management with the goal to reduce sources of inflow and infiltration. **Our scope included the smoke testing of 69,942 LF of sanitary sewer main, assessment and evaluation of the existing system, and recommendations for the rehabilitation of the system.**

Currently the Find and Fix project is under construction. As the contractor completes the manhole and CCTV main line inspections in designated sub-basins, data is delivered to Weston & Sampson for evaluation and recommendations. Using guidelines approved by the City of Columbia, rehabilitation recommendations are made and reviewed and approved. Work packages are then prepared and given to the contractor to begin rehabilitation efforts as they move to the next sub-basin where the process starts over. **Weston & Sampson is leading the way with the Engineer-Led Find and Fix for the City of Columbia. This approach is a new and innovative approach to the traditional Sanitary Sewer Evaluation Studies (SSES).**

Emergency Gravity Sewer Repairs, Columbia, SC. Weston & Sampson has been working with the City of Columbia to assist in construction observation and coordination support for emergency repairs needed for the City of Columbia's Wastewater Collection System. A total of ten project locations were identified by the City of Columbia's staff as emergency repairs. Our scope included providing a full-time Project Representative during night work, and a part-time Representative during the day to observe performance of work by the Contractor. Our duties included attending conferences/ meetings, acting as a liaison, review of work, rejection of defective work, inspections/ testing, interpretation of contract documents, records, reports and completion.

Gravity Sewer Rehab Projects, Beaufort, SC.

Weston & Sampson is providing ongoing support to BJWSA for its gravity sewer rehabilitation program. Two example projects include SP01 SSES and HD02 SSES. The scope of work includes providing CCTV, smoke testing, and manhole inspections of gravity sewer basins throughout the Beaufort area. Weston & Sampson reviewed and evaluated the inspection data and is drafting a report recommending rehabilitations. SP01 includes 9,300 LF of 6-2 in gravity sewer and 45 manholes, HD02 Includes 14,000 LF of 8-10 in gravity sewer and 60 manholes, and open cut and trenchless repairs. Weston & Sampson will create plans and specs for the recommended open cut and trenchless repairs. Weston & Sampson will also assist BJWSA with bidding and construction administration.

EQUIPMENT LISTING

CCTV – Pioneer-Sewer AI for both cleaning and CCTV of mainlines and MACP manhole inspections

Smoke Testing – Blower and LiquiSmoke

AVAILABILITY

Weston & Sampson has the capacity to begin work on this project immediately. Upon award of the contract, our team members will be available and committed to meet your needs. During critical points, personnel will devote up to 100% of their time to complete required tasks within your timeframe. ***In addition to the personnel assigned for the duration of this contract, Weston & Sampson has access to over 750 qualified engineering and environmental professionals that we can draw upon for support as needed***

EXPERIENCE IN HIGH TRAFFIC AREAS

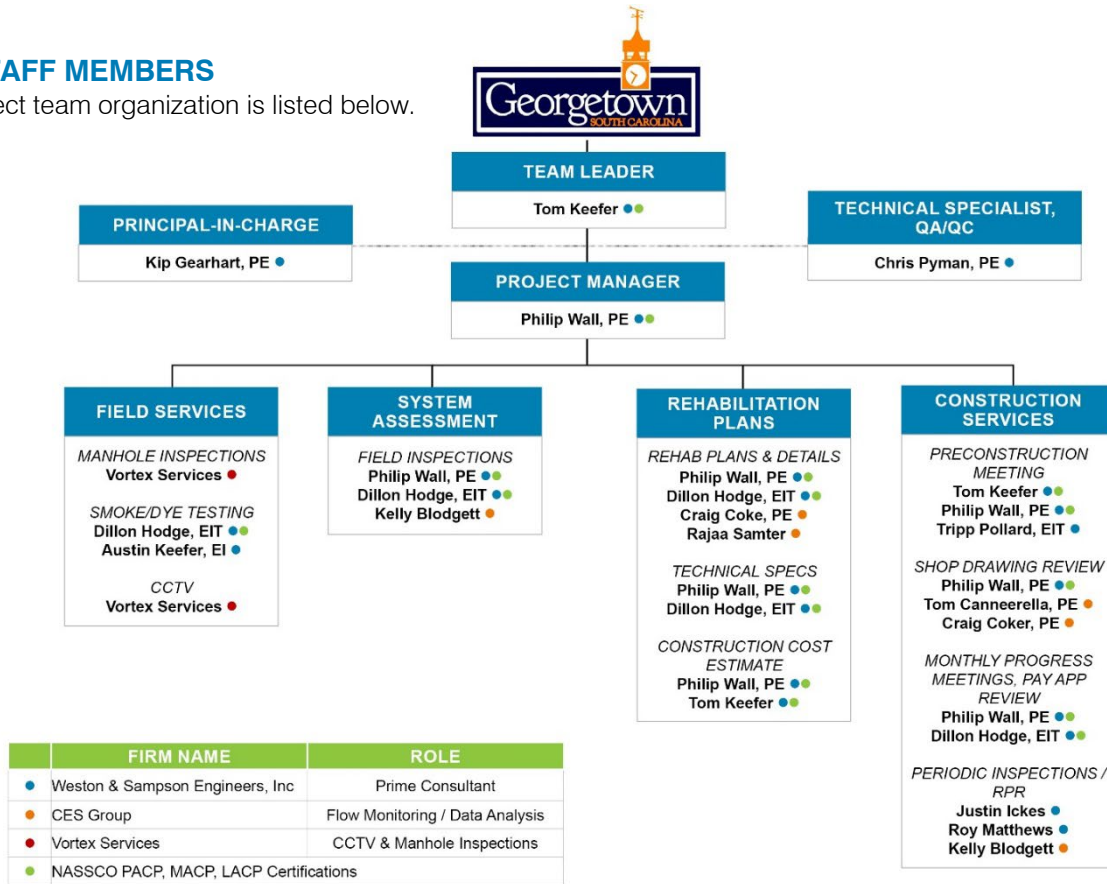
Weston & Sampson has experience performing the requested services in high traffic areas, as is displayed in our experience throughout the City of Columbia.

summary chart of our SSES and rehab experience over the past 7 years

YEAR	MH INSPECTIONS (#)	FLOW ISOLATION (LF)	TV INSPECTION (LF)	Cured-in-Place Pipe (LF)	Manhole Cementitious Lining (VF)
2021	7,738	897,966	1,312,406	201,256	12,102
2020	8,482	988,930	878,330	303,981	15,742
2019	8,050	515,110	779,680	89,564	7,046
2018	5,600	665,965	933,730	123,311	8,415
2017	11,480	870,075	1,064,475	71,848	3,567
2016	8,810	711,145	852,975	136,095	14,146
2015	7,400	782,880	834,990	78,370	6,477

KEY STAFF MEMBERS

Our project team organization is listed below.



SAFETY POLICY

Health and safety are important and necessary considerations in all engineering job sites. All of our staff are required to complete our health and safety training program. A key component of our safety mission is our corporate commitment—of senior leaders, managers, and supervisors—to safety always, every day, on every site, with every employee. We routinely conduct health and safety training and are dedicated to a team effort toward project and workplace safety.

QUALITY CONTROL PROCEDURES

Weston & Sampson believes that QA/QC through our Technical Review Committee (TRC) process is essential to professional service and management. To ensure that QA/QC is maintained throughout the project work efforts, we assign senior level staff to provide the necessary QA/QC efforts. More specifically, the plan is focused upon the completeness and technical accuracy of all documents, constructability of the design, conformance to contract requirements, and conformance to assigned standards and criteria.

REFERENCES

We have listed three professional references below as requested, and invite the City to contact these references for feedback on our past performance and expertise with similar projects.

Client	Contact	Representative Project
John Riggs, City of Columbia	803-528-4238 john.riggs@columbiasc.gov	CIP #SS7362 Smith Branch SB01 Basin SSES
Chadwick Baltzegar, City of Columbia	803-545-3300 Chadwick.baltzegar@columbiasc.gov	Find and Fix SSES
George Bryan, City of Columbia	803-545-0415 George.bryan@columbiasc.gov	Emergency Gravity Sewer Repairs



REQUEST FOR PROPOSAL (RFP) AND QUALIFICATIONS FOR ENGINEERING SERVICES

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Daniella Howard, Purchasing Agent
Email: purchasing@georgetownsc.gov
Phone: 843.545.4043

PROJECT: Sanitary Sewer and Manhole Survey- S. Fraser Street

PROJECT NO.: 1818

RELEASE DATE: Wednesday, January 25, 2023

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

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, February 22, 2023**

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

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

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Important hyperlinks and email addresses:

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

Communication

It is the policy of the City of Georgetown to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the Solicitation Document.

Any communication outside the one between the designated City contact in the Solicitation Document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent's proposal if the City discovers that potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with potential respondent and/or respondents.

Background

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

This project is funded by an American Rescue Plan Act 2021 (ARPA) Grant.

Purpose

The City of Georgetown is soliciting proposals from consulting firms experienced in infrastructure assessment of sewer pipelines and sanitary manholes. Pipelines can include pipe from 8 inch diameter to 12 inch diameter.

It is the responsibility of the submitting firm to familiarize themselves with the project area and access.

The words engineer, consultant, or consulting firm are meant to be synonymous for this RFP.

Project Description

The Sanitary Sewer and Manhole Survey, Lining, and Repairs-S. Fraser Street project will be performed in two phases.

PHASE I

Perform a sanitary manhole and sewer pipe condition assessment of approximately 5,337 LF of sewer mains to identify system deficiencies such as structural, operations and maintenance, infiltration and inflow (I/I) related problems, and prepare recommendations for the sewer system rehabilitation. This work is scheduled for the second half of fiscal year 22-23.

PHASE II

Engineering Services during pipe and manhole rehabilitation to be performed in fiscal year 23-24 based on the recommendations from Phase I.

Site Visit

The project is located on S. Fraser Street between Front Street and Bourne Street, Georgetown, SC. A site visit is not mandatory but strongly encouraged prior to the proposal submittal.

Scope of Services

The Project consists of providing Engineering Services for conducting Sewer System Evaluation Survey (SSES) and preparing design plans and specifications for the rehabilitation of the sewer lines on S. Fraser Street between Front and Bourne Streets in the City of Georgetown. The investigations of approximately 5,337 LF of sewer mains are intended to identify system deficiencies such as structural, operations and maintenance, and infiltration and inflow (I/I) related problems, and prepare recommendations for sewer system rehabilitation.

The City desires to perform the rehabilitation work in two phases. Phase I (Fiscal Year 22-23) will be for the SSES and Phase II (Fiscal Year 23-24) will consist of the rehabilitation of the system based on the recommendations from Phase I. Both phases will be funded by ARPA.

PHASE I Tasks:

1. Perform pipe and manhole condition assessment using Closed Circuit Television (CCTV) conforming to NASSCO-PACP pipeline standards.
2. Sewer pipe cleaning, as needed to access pipe.
3. Conduct manhole assessment, w 360-degree video, to determine structural and I/I conditions.
4. Conduct smoke testing
5. Provide traffic control for pipeline and manhole access.
6. Comply with all required safety standards. A safety manual must be provided to the City prior to commencement of work.

7. Analyze data collected and perform evaluation of sewer pipe segments and manholes
8. Provide recommendations for pipe point repairs and rehabilitation
9. Provide recommendations for manhole repairs or replacement
10. Prepare maps in PDF format.
11. Prepare condition assessment report (includes estimates, upstream and downstream drawings, pipe and manhole photos, sewer service connection photos, spreadsheets, and maps)
12. Prepare design plans and specifications for the rehabilitation implementation of all sewer lines on S. Fraser Street between Front Street and Bourne Streets.
13. Prepare final cost estimate.
14. File for SCDOT Encroachment Permit and SCDHEC permit.

PHASE II Tasks:

1. Assist in project bidding and award
2. Conduct pre-construction meeting
3. Provide four printed sets of contract plans and specifications for the Owner and Contractor use
4. Provide a complete set of contract documents in PDF format.
5. Conduct site observations for quality control-Limited (NTE 120 man-hours)
6. Provide Construction Administration-Limited (NTE 60 man-hours)
7. Review post-video inspections and reports from the Contractor
8. Provide letter of substantial completion
9. Prepare certified as-builts.

The City will:

1. Provide the information requested by the selected consultant
2. Review the engineer's submittals on a timely fashion.
3. Pay monthly for all services rendered based on percentage of work completed.

Process

The City reserves the right to request additional information from any, and all prospective bidders or individuals deemed necessary by the City to evaluate the Proposals. However, this process may not be used as an opportunity to submit missing documentation or information or make substantive revisions to the original proposal.

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

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

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

All ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFP shall be interpreted to require the better quality or greater quantity of work unless otherwise directed by addendum. Firms assume responsibility for any ambiguity in the solicitation that their representatives do not bring to the City's attention.

The City shall have the absolute sole discretion in evaluating both the proposal and qualifications of the firms. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the project, considering the fee and qualifications.

This solicitation will be conducted in accordance with the City's Purchasing Ordinance which can be found in its entirety on the City's website, www.georgetownsc.gov.

The City will conduct the selection for the best qualified, responsive, and responsible consultant in the following manner:

1. This solicitation document will be made available on the City's website, www.georgetownsc.gov, and the South Carolina Business Opportunity (SCBO) website: <https://scbo.sc.gov/online-edition>.
2. Proposals will be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. Proposals will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>. Due to the possibility of negotiation with any firm submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at the time of opening.
3. At the City of Georgetown's discretion, a shortlist of the most qualified proposers may be compiled and asked to make presentations to the City of Georgetown.
4. At the conclusion of the RFP process, qualified submittals may be presented to the Georgetown City Council for review and approval, as required.
5. A firm will be selected for contract negotiations as required.
6. The City of Georgetown will notify the selected firm of intent to offer a contract award.
7. The submittal listing of proposals received will be posted on the City's website at <https://georgetownsc.gov> under "Bids" not earlier than 48 hours after opening.

Award

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP. Contract shall be awarded to the best qualified, and lowest responsive and responsible proposer based on the evaluation criteria.

Evaluation Criteria

The selection of the consultant is based on professional qualifications and competitive fees. Fee proposals may be subject to negotiation for a fair and reasonable compensation.

All proposals will be reviewed for purposes of determining professional qualifications, responsiveness, and responsibility. Any proposal, which does not meet the submittal instructions found on page 10 of this RFP document, will be subject to disqualification. For purposes of determining responsibility, the City will review all information given by the proposer concerning its availability to fulfill the contract requirements and the integrity and reliability of the proposer.

Submitting a proposal does not necessarily qualify the proposer or proposal as responsive or responsible. Failure to provide specific information, as requested, for use in the evaluation will cause the proposal to be non-responsive.

The Project Review Committee (PRC), consisting of members appointed by the City Administrator or his/her designee, will review and independently score the proposals submitted by all firms. In its review, the PRC will consider all elements of the RFP. Firms shall be ranked from the most highly qualified to least qualified based on the information provided by each firm and the evaluation criteria.

Offers will be consistently evaluated using only the criteria stated below:

Item no.	Evaluation Criteria	Maximum Points
1	Project Understanding and Approach – • Description/understanding of required services • Overall plan of project execution • Explain how firm will ensure excellent communication from Project Manager, how will project oversight and administration be coordinated, including any partnering and/or subcontractor arrangements	15
2	Experience / Qualifications / Equipment – • Key personnel details • Firm's experience on similar projects • Equipment listing and availability • Ability to perform work in high traffic environment • Company Safety Policy • QAQC process of field data • Percent of CCTV footage that is reviewed in QAQC process	25
3	Report Sample	10
4	Local Vendor Preference - See Exhibit D	10
5	Price	40
	TOTAL	100

Protest Procedure

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

Questions

No answers will be given over the phone.

Questions regarding this Request for Proposals should be submitted in writing and emailed to purchasing@georgetownsc.gov, no later than 2:00 PM EST (local time), Wednesday, February 15, 2023

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the bidder's sole responsibility to contact the Purchasing Agent at 843.545.4043.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **Sanitary Sewer and Manhole Survey**

Answers to questions or Addenda will be posted on the City's website no later than 2:00 PM EST (local time), Friday, February 17, 2023

Schedule of Events

PROJECT TIMELINE			
SANITARY SEWER AND MANHOLE SURVEY, LINING, AND REPAIRS			
No.	MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1	Request for Proposals (RFP): Engineering	Wednesday, January 25, 2023	
2	Non-Mandatory Pre-Proposal Conference	N/A	
3	Deadline for written questions - emailed to: purchasing@georgetownsc.gov	Wednesday, February 15, 2023	2:00 PM
4	Deadline for addenda to be posted to the City's website, www.georgetownsc.gov	Friday, February 17, 2023	2:00 PM
5	Engineering Proposals due date	Wednesday, February 22, 2023	2:00 PM
	Project Review Committee (PRC) meeting **if it is determined that a meeting is needed, the date will be posted on the City's website, www.georgetownsc.gov, no later than 24 hours prior	TBD	
	Interviews with top tier finalist firms **if it is determined that interviews are needed, they may be conducted virtually or in person. Interviews will be open only to PRC members and firms being interviewed	TBD	
6	Award Engineering Contract -Tentative	March 16, 2023	
7	Start Sanitary Survey	April 3, 2023	
8	Finish Sanitary Survey (30 days after NTP)	May 3, 2023	
9	Start Contract Documents	May 18, 2023	
10	Finish Contract Documents	July 2, 2023	
11	Obtain DHEC Permits	August 31, 2023	
12	Start Bidding	September 11, 2023	
13	Non-Mandatory Pre-Bid Meeting	September 26, 2023	
14	Finish Bidding	October 9, 2023	
15	Construction Bid Award -Tentative	November 16, 2023	
16	Start Construction	December 1, 2023	
17	Finish Construction (120 days after NTP)	March 30, 2024	

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)

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

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

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

The City reserves the right to request additional information from any and all prospective bidders or individuals deemed necessary by the City to evaluate the quotes. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original quote.

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

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

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

All information will be updated and posted on the [City's website](#).

It is the bidder's sole responsibility to obtain the information directly from the [City's website](#) regarding this project.

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

No: 1 Dated: 2/17/23

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

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

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

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the [City's website](#).

Your bid must be submitted electronically to ensure it remains sealed until the scheduled bid opening date and time.

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

Submittals may be rejected if deemed non-responsive.

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

Hard copy

Fax

Email

To be considered responsive, interested parties **must** comply with the following:

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

Submittal package must include **all** of the following items. The PDF file upload limit is 5. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Complete Initialed copy of this RFP document - (Place responsible person's initial's on each page)
2. Consultant's Proposal on Company's Letterhead. The proposal shall be a lump-sum fee based on current hourly rates itemized by Phase I and II tasks.
3. Consultant's Statement of Qualifications - Must be no more than five (5) pages. It should summarize qualifications, project understanding, relevant experience,

equipment, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified. Three professional references.

4. Report Sample
 5. Complete executed Mandatory Vendor Submittal Form (Exhibit D)
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the quote, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all bidders correct the minor informality or irregularity within the same specified time.
 3. Quote must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. Quotes will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting quotes electronically. It is the sole responsibility of the bidder to confirm that their quote was submitted on time, and that their PDF file/files are not corrupt.** Late quotes will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all quotes and to waive any informalities and technicalities in the quote process. No additional fees, costs, or any other reimbursable expenses will be allowed.
 4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the bidders submitting a quote.
 5. Any bidder may withdraw their quote only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete quotes may be rejected.
 6. All costs incurred in preparing the quote, or costs incurred in any other manner by the bidder in responding to this RFP, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFP become the property of the City and will not be returned.
 7. Any proprietary information contained in the quote should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

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

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as "PROPRIETARY INFORMATION" so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who

have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

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

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

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

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

12. Indemnification - The selected proposer agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected proposer and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.

14. City Business License and Permits - The selected proposer shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for construction permit information. These expenses shall be included in the total proposal cost.
15. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).

General Contractual Requirements-

1. Force Majeure - The proposal shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the proposal. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the proposal.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Proposal Qualifications - Proposal must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFP. The City reserves the right to make the final determination as to the proposal's ability to provide the services herein.
4. Proposal Responsibility – Each proposal shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of the proposal to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to a contract.
5. Affirmative Action - The proposal will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct

its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

7. Termination - Subject to the following provisions, any contract resulting from this Request for Proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the proposal:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
 - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the proposal, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.
 - 7.4 Default – In case of default by the proposal, the City reserves the right to purchase any and all items/services in default in open market, charging proposal with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSAL WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
8. Prime Proposal Responsibilities - The proposal will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the proposal to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFP is to be subcontracted, the proposal shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful proposal will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposal.
10. Ownership of Material – All materials and documents submitted by the proposal in response to this specification become the property of the City and will not be returned to the proposal.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the proposal.
12. Contract Amendments - Amendments to any agreement between the City and the proposal must be reviewed and approved in writing by the City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposal as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the proposal, as determined necessary by the City. Pertaining to all audits, the proposal shall make available to the City access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the proposal shall be made available for auditing purposes at no cost to the City.

16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Proposal - Proposal represents, warrants, and covenants that:
- (a) In providing the services proposal shall utilize the care and skill used by members of the proposal's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the proposal to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request the removal of any employee for a good cause.
 - (c) Proposal is a business validly existing and in good standing under the laws of the State of South Carolina.
18. Indemnity Provisions - Proposal agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposal's performance thereunder.
19. City Business License and Permits – The selected bidder shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Victoria Knox, Revenue Manager, vknox@georgetownsc.gov or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

Exhibits Available-

- A. Professional Services Agreement Sample
- B. GIS Sewer Utility Map –S. Fraser Street
- C. Sewer Pipe and Manhole Table
- D. Mandatory Vendor Submittal Form

REPORT SAMPLE

1. CCTV Main Line Report
2. Manhole Inspection Report

Project Information

10.A.4

Project Name:
VORTEX QUAIL CREEK PRE-TV SANITARY

Project Number:

Date:
1/24/2022

Contractor	
Responsible:	
Department:	
Street:	
City:	
Telephone:	
Fax:	
Mobile:	
E-Mail:	

Notes:

--



Project Summary - VORTEX QUAIL CREEK PRE-TV SANITARY

Project Name: VORTEX QUAIL CREEK PRE-TV SANITARY								
US MH	DS MH	Pipe ID	Date	Street	Material	Size	Total	Inspected
29315MH	29312MH	29315MH_29312MH	01/24/2022	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	8		376.3

Diameter: 8

Total Ln.: 0.0

Inspected Ln.: 376.3

Project Total Ln.: 0.0

Project Inspected Ln.: 376.3

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Defect Listing Plot

Pipe Segment Reference 29315MH_29312MH	City Columbia	Street QUAIL CREEK DR (ROW)	Material Vitrified Clay Pipe	Location Code Yard	Sewer Use Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length
SPR 0	MPR 12	PO Number Quail Creek		Customer City of Columbia	
SPRI 0	MPRI 2.4	Work Order		Purpose Pre-Rehabilitation Survey	
QSR 0000	QMR 4132	Direction Downstream		Date 01/24/2022	
OPR 12	Surveyed By Canaan	Pre-Cleaning Jetting		Media label	
OPRI 2.4	Certificate Number U-0719-70306419	Time 16:06		Weather Dry	
Date Cleaned 01/24/2022			End Time 16:51	Additional Info CCTV	



Code: Continuous: Pos: Val 1 / 2 : % :

0 m.	Access Point Manhole 29315MH				
0 m.	Water Level 5%				5
4 11.1 m.	Roots Ball Joint		11		55
3 13.3 m.	Tap Break-In Intruding		10	4 / 1	
1 13.3 m.	Roots Fine Joint		10		
41.2 m.	Tap Factory Made		10	4	
109.5 m.	Repair Other unknown material				
3 110.3 m.	Tap Break-In Intruding		10	4 / 1	
113.8 m.	Tap Factory Made		10	4	
201.3 m.	Tap Factory Made		10	4	
1 258 m.	Roots Fine Joint		2		
284.2 m.	Tap Factory Made		10	4	
296.8 m.	Tap Factory Made		2	4	
358.2 m.	Tap Factory Made		10	4	

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Defect Listing Plot

Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH	Total Length	Year Laid	Shape	Location Details	
29315MH			Circular		
DS Manhole	Length surveyed	Year Renewed	Height	Width	Pipe Joint Length
29312MH	376.3		8	8	

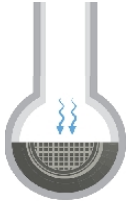


364.8 m.

Tap Factory Made

2

4



376.3 m.

Access Point Manhole

29312MH

29312MH



Defect Listing Plot

Pipe Segment Reference 29315MH_29312MH	City Columbia	Street QUAIL CREEK DR (ROW)	Material Vitrified Clay Pipe		Location Code Yard	Sewer Use Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular		Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length	
SPR 0	MPR 12	PO Number Quail Creek		Customer City of Columbia		
SPRI 0	MPRI 2.4	Work Order		Purpose Pre-Rehabilitation Survey		
QSR 0000	QMR 4132					
OPR 12	Surveyed By Canaan	Direction Downstream	Date 01/24/2022		Media label	
OPRI 2.4	Certificate Number U-0719-70306419	Pre-Cleaning Jetting	Time 16:06		Weather Dry	
Date Cleaned 01/24/2022			End Time 16:51		Additional Info CCTV	

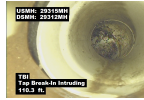




Defect Listing Plot

Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length

110.3 m. Tap Break-In Intruding

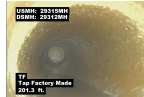


3

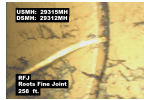
113.8 m. Tap Factory Made



201.3 m. Tap Factory Made

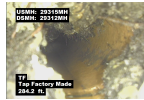


258 m. Roots Fine Joint

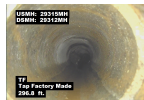


1

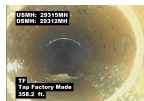
284.2 m. Tap Factory Made



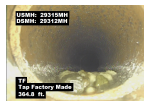
296.8 m. Tap Factory Made



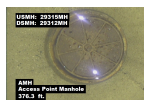
358.2 m. Tap Factory Made



364.8 m. Tap Factory Made



376.3 m. Access Point Manhole



29312MH



29312MH

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



PACP Conditions

Pipe Segment Reference	City	Street	Material		Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe		Yard	Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular		Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length	

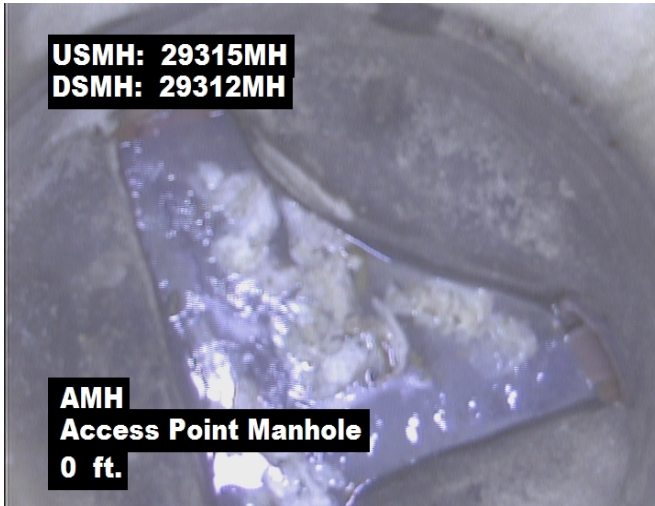
SPR	0	MPR	12	PO Number		Customer	
SPRI	0	MPRI	2.4	Quail Creek		City of Columbia	
QSR	0000	QMR	4132	Work Order		Purpose	
				Pre-Rehabilitation Survey			
OPR		Surveyed By		Direction		Date	
12		Canaan		Downstream		01/24/2022	
OPRI		Certificate Number		Pre-Cleaning		Time	
2.4		U-0719-70306419		Jetting		16:06	
Date Cleaned				End Time		Additional Info	
01/24/2022				16:51		CCTV	

Normal Defects			Structural Ratings			O & M Ratings			Combined Ratings		
			Grade Rating	No. Occur.	Rating	Grade Rating	No. Occur.	Rating	Grade Rating	No. Occur.	Rating
			1	0	0	1	2	2	1	2	2
			2	0	0	2	0	0	2	0	0
			3	0	0	3	2	6	3	2	6
			4	0	0	4	1	4	4	1	4
			5	0	0	5	0	0	5	0	0
Continuous Defects											
Code	ID	Length									
			Subtotals	0		Subtotals	5		Subtotals	5	
SUMMARY			Pipe Rating		0	Pipe Rating		12	Overall Pipe Rating		12
			Structural Index		0.0	O&M Index		2.4	Overall Index		2.4
			Str. Quick Rating		0000	O&M Quick Rating		4132	Overall Quick Rating		4132



4 Image Report

Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH	Total Length	Year Laid	Shape	Location Details	
29315MH			Circular		
DS Manhole	Length surveyed	Year Renewed	Height	Width	Pipe Joint Length
29312MH	376.3		8	8	



Distance: 0.0 m. Grade: 0

Condition: Access Point Manhole

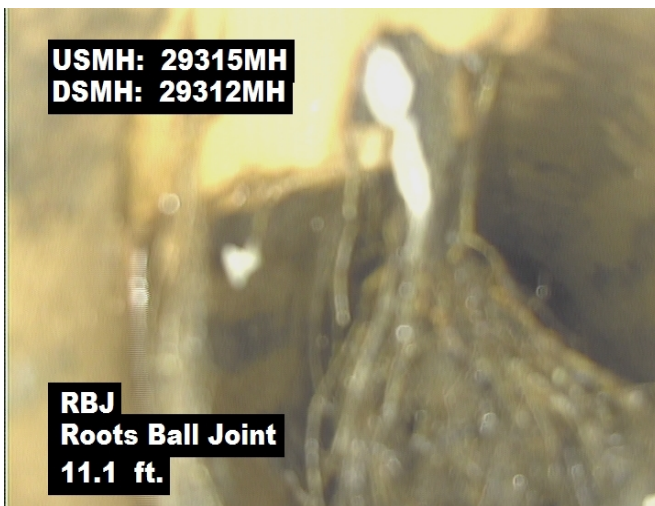
Remarks: 29315MH



Distance: 0.0 m. Grade: 0

Condition: Water Level

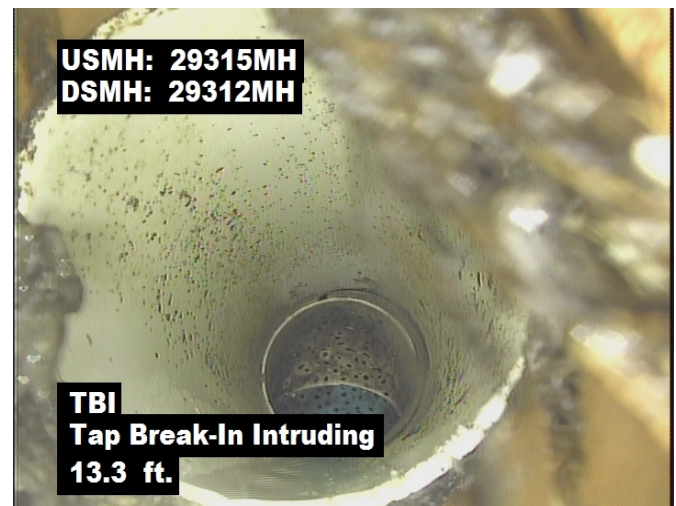
Remarks: 5%



Distance: 11.1 m. Grade: 4

Condition: Roots Ball Joint

Remarks: N/A



Distance: 13.3 m. Grade: 3

Condition: Tap Break-In Intruding

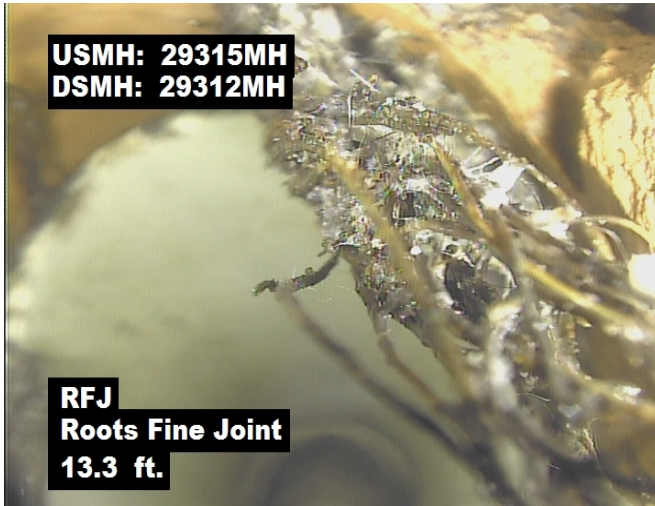
Remarks: N/A

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)

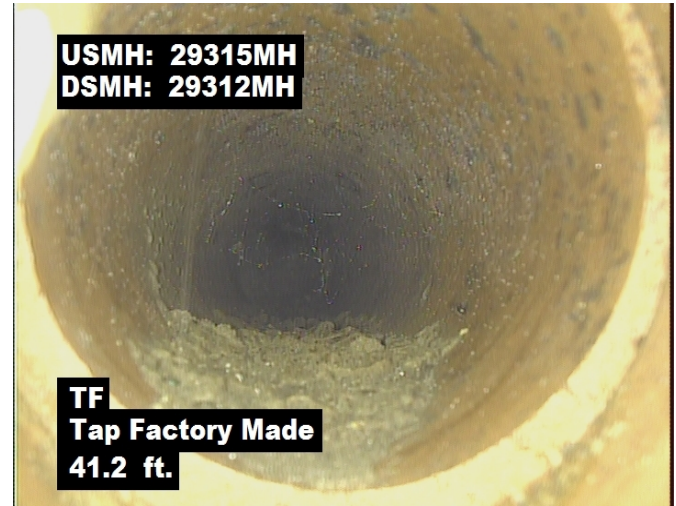


4 Image Report

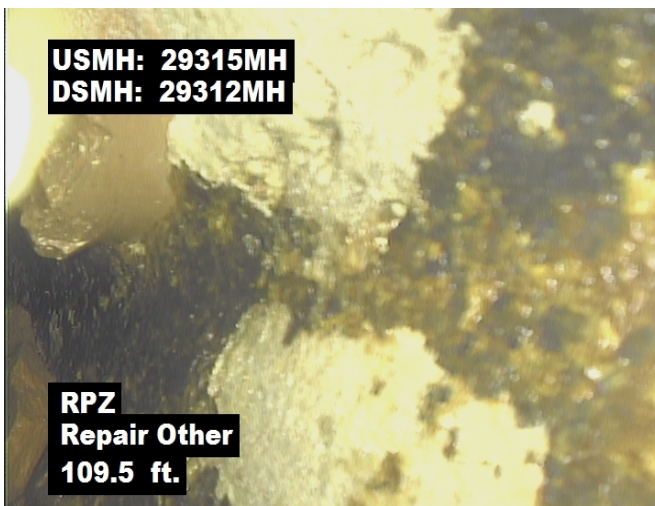
Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH	Total Length	Year Laid	Shape	Location Details	
29315MH			Circular		
DS Manhole	Length surveyed	Year Renewed	Height	Width	Pipe Joint Length
29312MH	376.3		8	8	



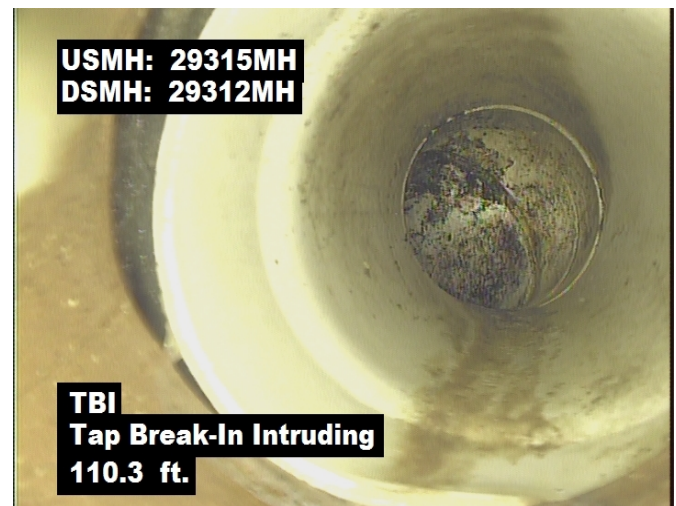
Distance: 13.3 m. Grade: 1
Condition: Roots Fine Joint
Remarks: N/A



Distance: 41.2 m. Grade: 0
Condition: Tap Factory Made
Remarks: N/A



Distance: 109.5 m. Grade: 0
Condition: Repair Other
Remarks: unknown material



Distance: 110.3 m. Grade: 3
Condition: Tap Break-In Intruding
Remarks: N/A

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



4 Image Report

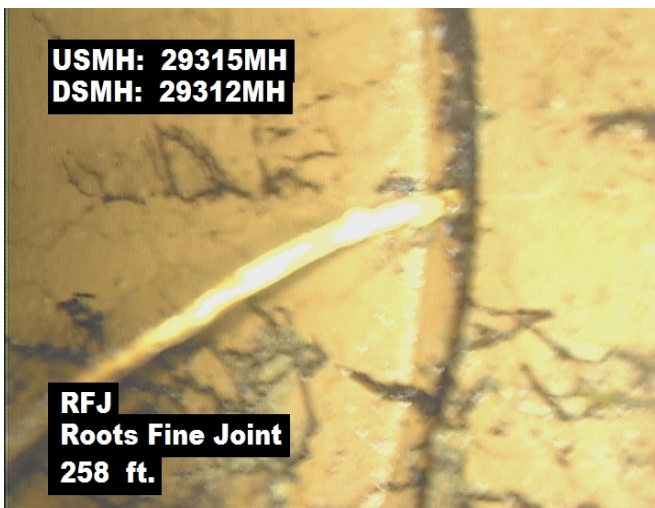
Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH	Total Length	Year Laid	Shape	Location Details	
29315MH			Circular		
DS Manhole	Length surveyed	Year Renewed	Height	Width	Pipe Joint Length
29312MH	376.3		8	8	



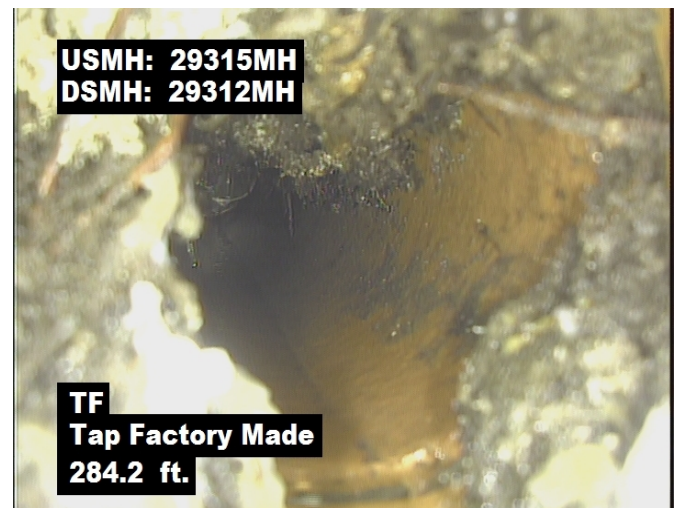
Distance: 113.8 m. Grade: 0
 Condition: Tap Factory Made
 Remarks: N/A



Distance: 201.3 m. Grade: 0
 Condition: Tap Factory Made
 Remarks: N/A



Distance: 258.0 m. Grade: 1
 Condition: Roots Fine Joint
 Remarks: N/A



Distance: 284.2 m. Grade: 0
 Condition: Tap Factory Made
 Remarks: N/A

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



4 Image Report

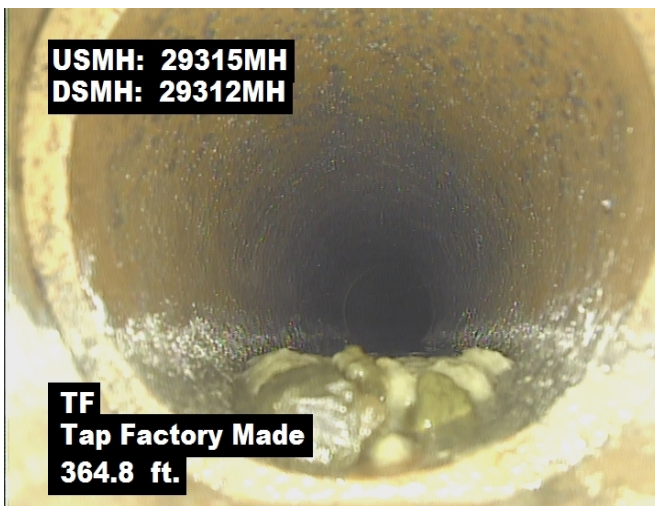
Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH	Total Length	Year Laid	Shape	Location Details	
29315MH			Circular		
DS Manhole	Length surveyed	Year Renewed	Height	Width	Pipe Joint Length
29312MH	376.3		8	8	



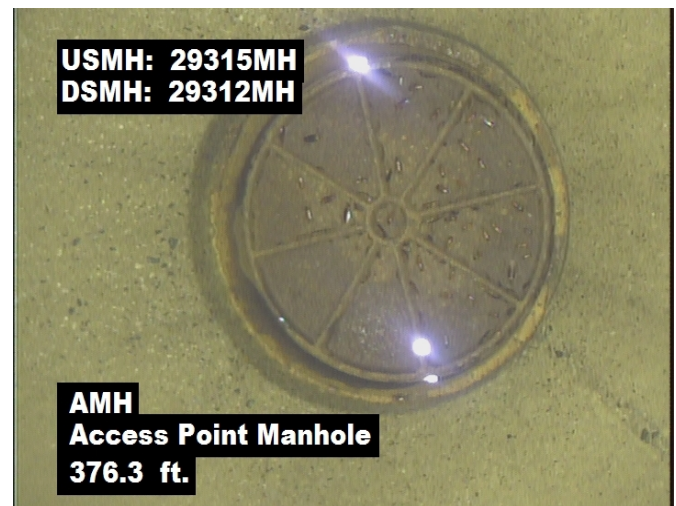
Distance: 296.8 m. Grade: 0
 Condition: Tap Factory Made
 Remarks: N/A



Distance: 358.2 m. Grade: 0
 Condition: Tap Factory Made
 Remarks: N/A



Distance: 364.8 m. Grade: 0
 Condition: Tap Factory Made
 Remarks: N/A



Distance: 376.3 m. Grade: 0
 Condition: Access Point Manhole
 Remarks: 29312MH

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Defect Listing

Pipe Segment Reference 29315MH_29312MH	City Columbia	Street QUAIL CREEK DR (ROW)	Material Vitrified Clay Pipe	Location Code Yard	Sewer Use Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length

SPR 0	MPR 12	PO Number Quail Creek	Customer City of Columbia
SPRI 0	MPRI 2.4	Work Order	Purpose Pre-Rehabilitation Survey
QSR 0000	QMR 4132		Media label
OPR 12	Surveyed By Canaan	Direction Downstream	Date 01/24/2022
OPRI 2.4	Certificate Number U-0719-70306419	Pre-Cleaning Jetting	Time 16:06
Date Cleaned 01/24/2022		End Time 16:51	Weather Dry
			Additional Info CCTV

Distance	Condition	Cont. Dfct.	Values			Joint	Clock Position		Grade
			1st	2nd	%		At/From	To	
0	Access Point Manhole					☐			
Remarks: 29315MH									
0	Water Level				5	☐			
Remarks: 5%									
11.1	Roots Ball Joint				55	☒	11		4
13.3	Tap Break-In Intruding		4	1		☐	10		3
13.3	Roots Fine Joint					☒	10		1
41.2	Tap Factory Made		4			☐	10		
109.5	Repair Other					☐			
Remarks: unknown material									
110.3	Tap Break-In Intruding		4	1		☐	10		3
113.8	Tap Factory Made		4			☐	10		
201.3	Tap Factory Made		4			☐	10		
258	Roots Fine Joint					☒	2		1
284.2	Tap Factory Made		4			☐	10		
296.8	Tap Factory Made		4			☐	2		
358.2	Tap Factory Made		4			☐	10		
364.8	Tap Factory Made		4			☐	2		
376.3	Access Point Manhole					☐			
Remarks: 29312MH									

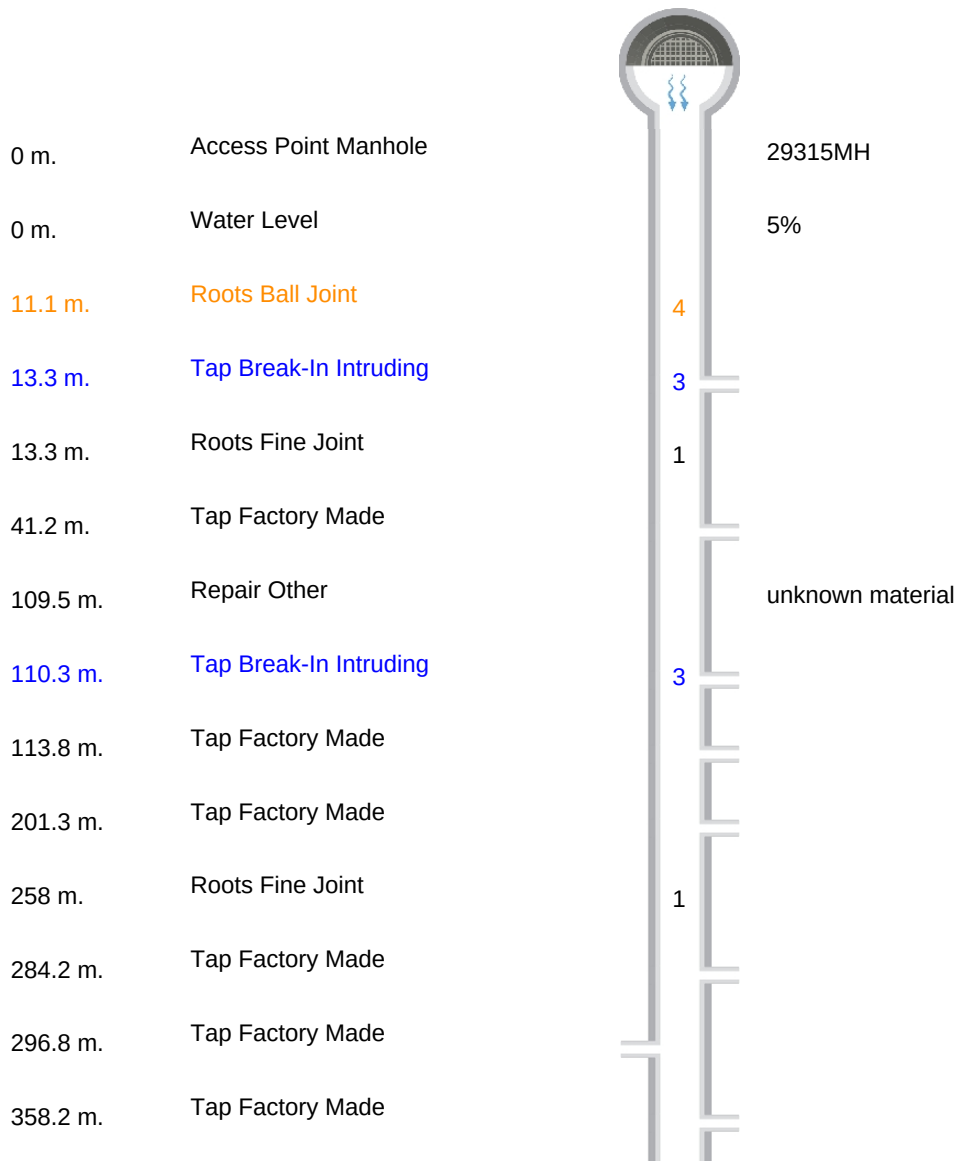
Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Defect Listing Plot

Pipe Segment Reference 29315MH_29312MH	City Columbia	Street QUAIL CREEK DR (ROW)	Material Vitrified Clay Pipe		Location Code Yard	Sewer Use Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular		Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length	

SPR 0	MPR 12	PO Number Quail Creek		Customer City of Columbia	
SPRI 0	MPRI 2.4	Work Order		Purpose	
QSR 0000	QMR 4132			Pre-Rehabilitation Survey	
OPR 12	Surveyed By Canaan	Direction Downstream	Date 01/24/2022		Media label
OPRI 2.4	Certificate Number U-0719-70306419	Pre-Cleaning Jetting	Time 16:06		Weather Dry
Date Cleaned 01/24/2022			End Time 16:51		Additional Info CCTV



Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Defect Listing Plot

Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH	Total Length	Year Laid	Shape	Location Details	
29315MH			Circular		
DS Manhole	Length surveyed	Year Renewed	Height	Width	Pipe Joint Length
29312MH	376.3		8	8	

364.8 m.

Tap Factory Made



376.3 m.

Access Point Manhole



29312MH

29312MH

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Plot Left Scaled

Pipe Segment Reference 29315MH_29312MH	City Columbia	Street QUAIL CREEK DR (ROW)	Material Vitrified Clay Pipe	Location Code Yard	Sewer Use Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length

SPR	0	MPR	12	PO Number Quail Creek	Customer City of Columbia
SPRI	0	MPRI	2.4	Work Order	Purpose
QSR	0000	QMR	4132	Pre-Rehabilitation Survey	
OPR	12	Surveyed By Canaan	Direction Downstream	Date 01/24/2022	Media label
OPRI	2.4	Certificate Number U-0719-70306419	Pre-Cleaning Jetting	Time 16:06	Weather Dry
Date Cleaned 01/24/2022			End Time 16:51	Additional Info CCTV	

29315MH

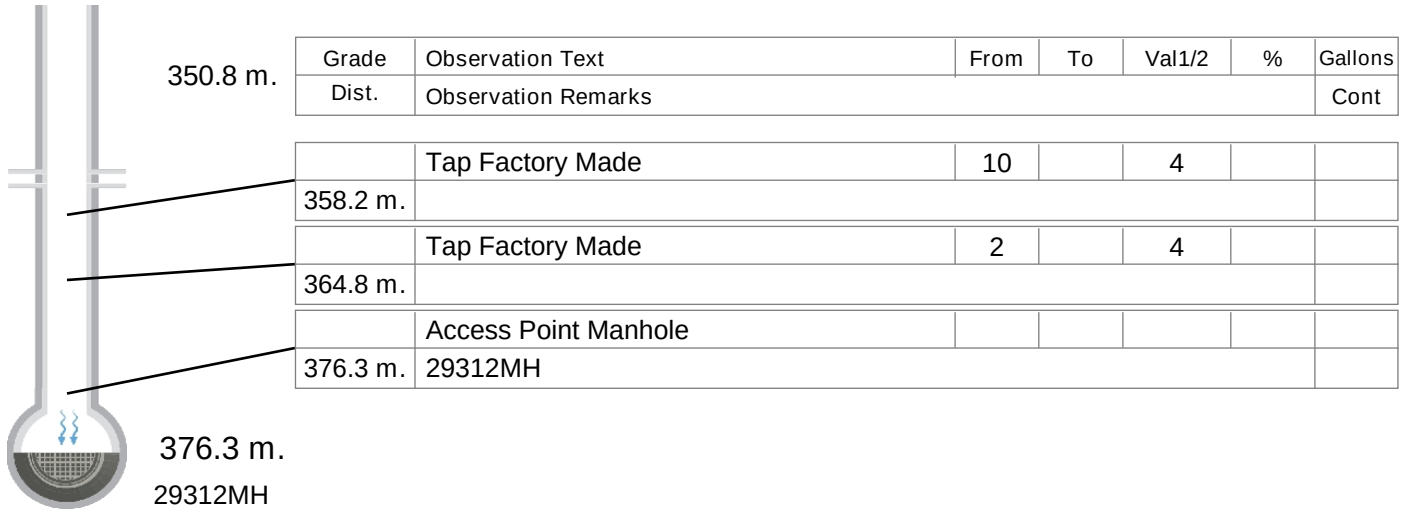
0.0 m.	Grade	Observation Text	From	To	Val1/2	%	Gallons
	Dist.	Observation Remarks					Cont
		Access Point Manhole					
0.0 m.		29315MH					
		Water Level				5	
0.0 m.		5%					
4		Roots Ball Joint	11			55	
11.1 m.							
3		Tap Break-In Intruding	10		4 / 1		
13.3 m.							
1		Roots Fine Joint	10				
13.3 m.							
		Tap Factory Made	10		4		
41.2 m.							
		Repair Other					
109.5 m.		unknown material					
3		Tap Break-In Intruding	10		4 / 1		
110.3 m.							
		Tap Factory Made	10		4		
113.8 m.							
		Tap Factory Made	10		4		
201.3 m.							
1		Roots Fine Joint	2				
258.0 m.							
		Tap Factory Made	10		4		
284.2 m.							
		Tap Factory Made	2		4		
296.8 m.							

350.8 m.



Plot Left Scaled

Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH	Total Length	Year Laid	Shape	Location Details	
29315MH			Circular		
DS Manhole	Length surveyed	Year Renewed	Height	Width	Pipe Joint Length
29312MH	376.3		8	8	



Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Defect Listing Plot

Pipe Segment Reference 29315MH_29312MH	City Columbia	Street QUAIL CREEK DR (ROW)	Material Vitrified Clay Pipe	Location Code Yard	Sewer Use Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length
SPR 0	MPR 12	PO Number Quail Creek		Customer City of Columbia	
SPRI 0	MPRI 2.4	Work Order		Purpose Pre-Rehabilitation Survey	
QSR 0000	QMR 4132			Media label	
OPR 12	Surveyed By Canaan	Direction Downstream	Date 01/24/2022		
OPRI 2.4	Certificate Number U-0719-70306419	Pre-Cleaning Jetting	Time 16:06	Weather Dry	
Date Cleaned 01/24/2022			End Time 16:51	Additional Info CCTV	



	Distance:	Pos:	Val 1 / 2 :	% :
Access Point Manhole	0 m.			
29315MH				
Water Level	0 m.			5
5%				
Roots Ball Joint	11.1 m.	11		55
Tap Break-In Intruding	13.3 m.	10	4 / 1	
Roots Fine Joint	13.3 m.	10		
Tap Factory Made	41.2 m.	10	4	
Repair Other	109.5 m.			
unknown material				

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Defect Listing Plot

Pipe Segment Reference	City	Street	Material	Location Code	Sewer Use
29315MH_29312MH	Columbia	QUAIL CREEK DR (ROW)	Vitrified Clay Pipe	Yard	Sanitary
Upstream MH 29315MH	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole 29312MH	Length surveyed 376.3	Year Renewed	Height 8	Width 8	Pipe Joint Length

		Tap Break-In Intruding	110.3 m.	10	4 / 1	
		Tap Factory Made	113.8 m.	10	4	
		Tap Factory Made	201.3 m.	10	4	
		Roots Fine Joint	258 m.	2		
		Tap Factory Made	284.2 m.	10	4	
		Tap Factory Made	296.8 m.	2	4	
		Tap Factory Made	358.2 m.	10	4	
		Tap Factory Made	364.8 m.	2	4	
		Access Point Manhole	376.3 m.			
		29312MH				

29312MH

Attachment: WESTON (3801 : S. Fraser Street Sanitary Sewer and Manhole Survey and Engineering Contract)



Vortex Services, LLC

MACP v7.0 Manhole Report**General Information:**

Surveyed by: Ashley Jones	Certificate number: U10180703003325	Reviewed by: Ashley Jones	Reviewer Certificate No. U10180703003325	Owner: Any Public Works	Customer:
P/O number:	Work order no.: 19T1234	Media label:	Project name: Sample Manhole Project	Start date/time: 20190719 10:32	
Sheet number:	Weather: 1	Pre-cleaning: N	Date cleaned:	Purpose: F	Inspection level: 2
Inspection status: DI	Consequence of failure:				

Location:

Drainage area:	MH/Access point no.: COL-001	Street: Colbrook Rd	City: Anytown USA
Location code: C	Surface types: Asphalt		Inflow potential from runoff:
Location details:			

Manhole:

MH use: SS	Access type: AMH	Year constructed:	Year renewed:	Evidence of surcharge: N
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Measurements:

Rim to invert: 5.100 ft.	Rim to grade: 0.000 ft.	Grade to invert: 5.100 ft.	Rim to grade exposed:	Northing:	Easting:	Elevation:
Coordinate system:		Vertical datum:			GPS accuracy:	

Additional Information:

Manhole Component Observation Information:

Cover:	Cover types:	Solid		Cover shape:	C	Cover size:	24.7 in.	Center cover size:		Size (width):				
	Cover material:	CAS	Hole diameter (Vent)		Holes number:		Bearing diameter:	25.5 in.	Bearing width:		Cover/Frame fit:	U	Cover conditions:	Sound
Cover Insert:	Insert type:	N	Insert conditions:											
Cover Adj. Ring:	Adj. ring type:	A	Adj. ring material:	CAS	Ring conditions:	Sound	Adj. ring height:							
	Frame material:	CAS	Bearing width:	0.8 in.	Bearing depth:	1.2 in.	Clear opening diam:	1.8 in.	Clear opening width:	0.0 in.	Frame conditions:	Sound		
Frame:	Seal conditions:	Sound	Offset distance:	0.0 in.	Seal inflow:	N	Frame depth:							
	Chimney present:	Y	First material:	CR	Second material:	BR	Chimney infiltration:		Clear opening:		Chimney depth:	1.600 ft.		
Chimney:	Lining interior:		Lining exterior:		Chimney condition:									
	Cone type:	CC	Cone material:	CR	Cone depth:	3.600 ft.	Lining interior:		Lining exterior:		Cone condition:			
Cone:	Wall diameter:		Wall by size:		Wall material:	CR	Wall depth:	4.100 ft.	Lining interior:		Lining exterior:		Wall condition:	
	Bench present:	Y	Bench material:	CR	Bench lining:		Bench condition:							
Channel:	Channel installed:	Y	Channel material:	CR	Channel type:	F	Channel exposure:	F	Channel condition:					
	Steps number:	0	Steps material:											

Additional component information: _____

Pipe Connections

#	Clock Position	Rim to Invert	Direction	Material	Shape	Height (Diam)	Width	Condition	Seal Condition	Pipe Type	Structure ID	Comment
1	6 o'clock	5.000 ft.	Out	PVC	C	10 in.		S	S	GR	Sewer Main 'Unknown COL-001'	
2	10 o'clock	4.000 ft.	In	PVC	C	4 in.		S	S	GR	Sewer Main 'Unknown COL-001 2'	
3	11 o'clock	4.000 ft.	In	PVC	C	4 in.		S	S	GR	Sewer Main 'Unknown COL-001 3'	
4	12 o'clock	4.800 ft.	In	PVC	C	8 in.		S	S	GR	Sewer Main 'Unknown COL-001 4'	
5	1 o'clock	4.600 ft.	In	PVC	C	6 in.		S	S	GR	Sewer Main 'Unknown COL-001 5'	

Manhole Ratings

Grade	Structural:					O&M:					Overall:			
	Amount of Defects	Segment Grade	Manhole Rating	Quick Rating	MH Rating Index	Amount of Defects	Segment Grade	Manhole Rating	Quick Rating	MH Rating Index	Manhole Rating	Manhole Rating	LoF	Risk
1	5	5	18	5142	2.3	9	9	16	5121	1.5	34	1.8	5.2	
2	0	0				1	2							
3	0	0				0	0							
4	2	8				0	0							
5	1	5				1	5							

Manhole Component Grades

Grade	Structural	O&M	Grade	Structural	O&M	Grade	Structural	O&M
Hole Number			Adjustment Ring Condition	1		Frame Seal Inflow		1
Cover/Frame Fit	5	5	Frame Condition	1		Chimney I/I		
Cover Condition	1		Seal Condition	1	1	Pipe Condition (max. grade)		
Cover Insert Condition			Frame Offset Distance	1				

Observations

Depth	Video Ref.	Component	MACP Code	Continuous	Value Inches (mm)		%	At Joint	Step	Circumferential Location		Rating	Image Ref.	Remarks
					1st	2nd				At/From	To			
1.5 ft.		CMI	MB					☐	☐	12	/ 12	4	-AMH 'COL-001'-MB at 1.5 ft.PNG	



Observations

Depth	Video Ref.	Component	MACP Code	Continuous	Value Inches (mm)		%	At Joint	Step	Circumferential Location		Rating	Image Ref.	Remarks
					1st	2nd				At/From	To			
1.5 ft.		CMI	MML					☐	☐	12	/ 12	4	-AMH 'COL-001'-MML at 1.5 ft.PNG	



Observations

Depth	Video Ref.	Component	MACP Code	Continuous	Value Inches (mm)		%	At Joint	Step	Circumferential Location		Rating	Image Ref.	Remarks
					1st	2nd				At/From	To			
3.6 ft.		COI	IWB					☐	☐	1 / 3		2	-AMH 'COL-001'-IWB at 3.6 ft.PNG	



Observations

Depth	Video Ref.	Component	MACP Code	Continuous	Value Inches (mm)		%	At Joint	Step	Circumferential Location		Rating	Image Ref.	Remarks
					1st	2nd				At/From	To			

3.8 ft.		WI	RFJ					☒	☐	12 /		1	-AMH 'COL-001'-RFJ at 3.8 ft.PNG	
---------	--	----	-----	--	--	--	--	-------------------------------------	--------------------------	------	--	---	--	--



Observations

Depth	Video Ref.	Component	MACP Code	Continuous	Value Inches (mm)		%	At Joint	Step	Circumferential Location		Rating	Image Ref.	Remarks
					1st	2nd				At/From	To			

4.0 ft.		WI	RTC				5	☐	☐	11 /		1	-AMH 'COL-001'-RTC at 4.0 ft.PNG	
---------	--	----	-----	--	--	--	---	--------------------------	--------------------------	------	--	---	--	--



MACP v7.0 Manhole Report

General Information:

Surveyed by: Ashley Jones	Certificate number: U10180703003325	Reviewed by:	Reviewer Certificate No.	Owner: Hampden Public Works	Customer:
P/O number:	Work order no.:	Media label:	Project name:	Start date/time: 20190731 15:11	
Sheet number:	Weather: 1	Pre-cleaning: N	Date cleaned:	Purpose: F	Inspection level: 2
Inspection status: DI	Consequence of failure:				

Location:

Drainage area:	MH/Access point no.: IND-004	Street: Independance Rd	City: Hampden ME
Location code: B	Surface types: Asphalt	Inflow potential from runoff:	
Location details:			

Manhole:

MH use: SS	Access type: AMH	Year constructed:	Year renewed:	Evidence of surcharge: N
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Measurements:

Rim to invert: 13.600 ft.	Rim to grade: 13.600 ft.	Grade to invert: 0.000 ft.	Rim to grade exposed:	Northing:	Easting:	Elevation:
Coordinate system:			Vertical datum:	GPS accuracy:		

Additional Information:

Manhole Component Observation Information:

Cover:	Cover types:	Solid		Cover shape:	C	Cover size:	24.8 in.	Center cover size:		Size (width):				
	Cover material:	CAS	Hole diameter (Vent)		Holes number:		Bearing diameter:	25.0 in.	Bearing width:		Cover/Frame fit:	R	Cover conditions:	Sound
Cover Insert:	Insert type:	N	Insert conditions:											
Cover Adj. Ring:	Adj. ring type:	N	Adj. ring material:		Ring conditions:		Adj. ring height:							
	Frame material:	CAS	Bearing width:	1.0 in.	Bearing depth:	1.3 in.	Clear opening diam:	22.8 in.	Clear opening width:	0.0 in.	Frame conditions:	Sound		
Frame:	Seal conditions:	Sound	Offset distance:	0.0 in.	Seal inflow:	N	Frame depth:							
	Chimney present:	Y	First material:	BR	Second material:	CN	Chimney infiltration:		Clear opening:		Chimney depth:	1.000 ft.		
Chimney:	Lining interior:		Lining exterior:		Chimney condition:									
	Cone type:	CO	Cone material:	CR	Cone depth:	3.300 ft.	Lining interior:		Lining exterior:		Cone condition:			
Cone:	Wall diameter:		Wall by size:		Wall material:	CR	Wall depth:	13.200 ft.	Lining interior:		Lining exterior:		Wall condition:	
	Bench present:	Y	Bench material:	CN	Bench lining:		Bench condition:							
Channel:	Channel installed:	Y	Channel material:	CR	Channel type:	F	Channel exposure:	F	Channel condition:					
	Steps number:	11	Steps material:	M										

Additional component information: _____

Pipe Connections

#	Clock Position	Rim to Invert	Direction	Material	Shape	Height (Diam)	Width	Condition	Seal Condition	Pipe Type	Structure ID	Comment
1	6 o'clock	13.600 ft.	Out	PVC	C	8 in.		S	S	GR	Sewer Main 'Unknown IND-004'	
2	1 o'clock	13.500 ft.	In	PVC	C	8 in.		S	S	GR	Sewer Main 'Unknown IND-004 2'	

Manhole Ratings

Grade	Structural:					O&M:					Overall:			
	Amount of Defects	Segment Grade	Manhole Rating	Quick Rating	MH Rating Index	Amount of Defects	Segment Grade	Manhole Rating	Quick Rating	MH Rating Index	Manhole Rating	Manhole Rating	LoF	Risk
1	5	4	9	5114	1.8	9	5	12	5121	1.7	21	1.8	5.2	
2	0	0				1	2							
3	0	0				0	0							
4	2	0				0	0							
5	1	5				1	5							

Manhole Component Grades

Grade	Structural	O&M	Grade	Structural	O&M	Grade	Structural	O&M
Hole Number			Adjustment Ring Condition			Frame Seal Inflow		1
Cover/Frame Fit	5	5	Frame Condition	1		Chimney I/I		
Cover Condition	1		Seal Condition	1	1	Pipe Condition (max. grade)		
Cover Insert Condition			Frame Offset Distance	1				

Observations

Depth	Video Ref.	Component	MACP Code	Continuous	Value Inches (mm)		%	At Joint	Step	Circumferential Location		Rating	Image Ref.	Remarks
					1st	2nd				At/From	To			

0.5 ft.		CMI	IWB					☐	☐	12 / 12		2	-AMH 'IND-004'-IWB at 0.5 ft.PNG	
---------	--	-----	-----	--	--	--	--	--------------------------	--------------------------	---------	--	---	--	--



Observations

Depth	Video Ref.	Component	MACP Code	Continuous	Value Inches (mm)		%	At Joint	Step	Circumferential Location		Rating	Image Ref.	Remarks
					1st	2nd				At/From	To			
13.2 ft.		B	DSF				5	☐	☐	2 / 10		1	-AMH 'IND-004'-DSF at 13.2 ft.PNG	





Exhibit E
MANDATORY VENDOR SUBMITTAL FORM

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

SECTION 2-185 COMPETITIVE SEALED PROPOSAL DING LOCAL VENDOR PREFERENCE

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

☒ I certify that [Company Name] Weston & Sampson Engineers, Inc. is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is Columbia and N. Charleston, SC [City and State].

(X) *Kipling R. Grant*
 Signature of Company Officer

(X) 2/7/23
 Date



Sanitary Sewer and Manhole Survey Project # 1818

Request for Proposal (RFP) ADDENDUM I February 17, 2023

Answers to Questions

1. Does the City of Georgetown want NASSCO Level 1 or Level 2 for the manhole inspections?

Answer:

Level 2 Inspection defined as collecting detailed data that documents all defects, determines the condition of the manhole, and provides sufficient information to recommend remedial actions.

2. Is the City of Georgetown expecting the sewer lines to be cleaned prior to CCTV being performed?

Answer: Yes.

3. Is the City of Georgetown's expectation for "cleaning, as needed to access pipe" (Phase I, Task 2) to be heavy cleaning? For example, a root ball/large tap root is obstruction the pipe and the CCTV camera is unable to get past the obstruction; heavy cleaning could be used to remove the root ball/tap root.

Answer:

The lines must be completely cleaned by the inspecting contractor before the CCTV work. There are no large trees in the work area so root balling should not be an issue.

4. Does the City of Georgetown want to conduct lateral launch inspections on any service connections to the sewer mains?

Answer: Yes. Up to the Right of Way line.

5. Will any PACP CCTV video software be allowed, or is there a specific software required by the owner?

Answer: There are no specific software requirements.

6. Can the engineer/contractor do lane closures on South Fraser Street / US Highway 17 during daylight hours to perform manhole and sewer line inspections?

Answer:

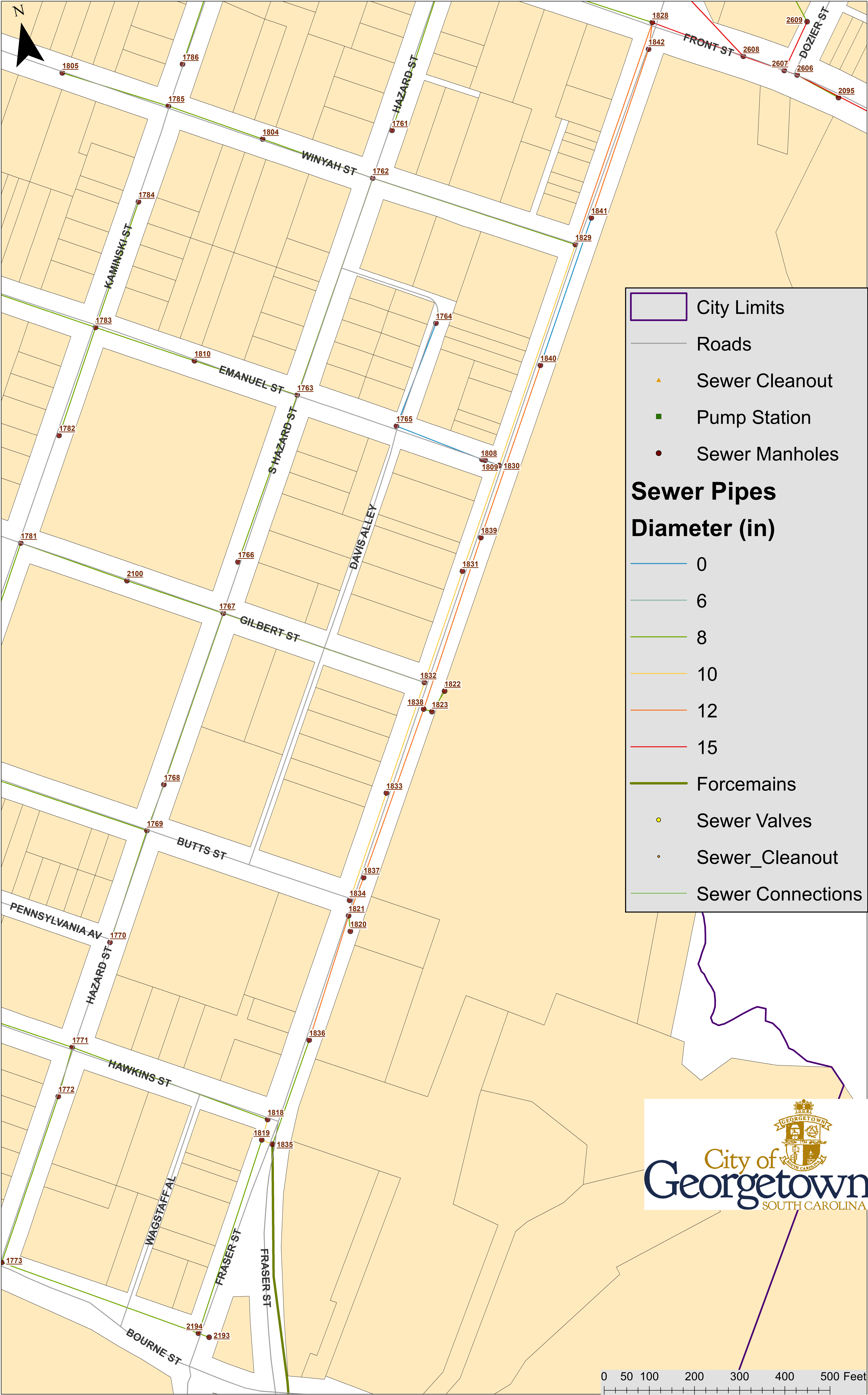
The selected engineering firm must apply for a road encroachment permit with SCDOT prior to any work activities. There may be lane closure restrictions on S. Fraser Street (Highway 17) during the summer months from Memorial Day to Labor Day. Please verify with the local SCDOT office.

The objective is to conduct the pipe/MH cleaning and inspection work during the month of April. See Project Timeline on RFP page 10.

7. The RFP references Exhibit D – Mandatory Vendor Submittal Form. However, the exhibit for that states “Exhibit E”. Please provide clarification.

Answer:

The Mandatory Vendor Submittal Form is considered Exhibit D. The letter “E” on the form is a typo error.



City Limits

Roads

Sewer Cleanout

Pump Station

Sewer Manholes

Sewer Pipes

Diameter (in)

0

6

8

10

12

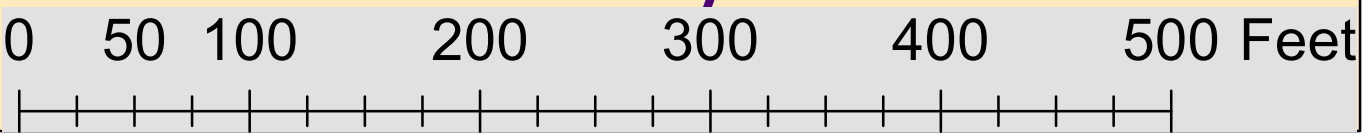
15

Force mains

Sewer Valves

Sewer_Cleanout

Sewer Connections





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

ACTION ITEM

DOC ID: 3803

Council Meeting Date:	16 March 2023
Department:	Fleet Services
Issue Under Consideration:	Motion to approve purchase of vehicle for IT staff in the amount not to exceed \$35,000 from Coastal Chevrolet.
Amount Requested:	Not to exceed \$35,000
Is Item in Current Budget?	Non budgeted Item
If no, please explain:	Vehicle was not included in FY 2023 budget; however, staff is requesting authorization to purchase vehicle with realized savings from other projects.
Financial Impact:	Not to exceed \$35,000
Points to Consider:	• To purchase a 2023 Chevrolet Equinox or similar SUV (i.e., Ford Escape). • Current IT staff utilizes personal vehicle on City time and poses a liability to the City.
Options:	Approve/Deny
Staff Recommendation:	Staff recommends to approval

Reviews:

Isaac Williams Completed 03/07/2023 7:52 AM
 Kathy Vermeland Completed 03/07/2023 5:23 PM
 Sandra E. Yudice Ph.D. Completed 03/07/2023 9:44 PM
 Stephanie Buccione Completed 03/08/2023 4:28 PM
 Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 Vehicle Quote (PDF)

You Are Here: Home (<https://www.coastalsaves.com/>) > New (<https://www.coastalsaves.com/new-vehicles/>) > New 2023 Chevrolet Equinox (<https://www.coastalsaves.com/inventory/new-2023-chevrolet-equinox-fwd-4dr-lt-w1lt-fwd-sport-utility-3gnaxkeg1ps167544>)

New 2023 Chevrolet Equinox FWD 4dr LT w/1LT



STOCK
VIN

6992
3GNAXKEG1PS167544

Pricing information for 03/01/2023

Estimate Financing
Not based on your credit score

MSRP	\$34,600
Chevrolet Consumer Cash Program	-\$1,000
Sale Price	\$33,630
Savings	\$1,000



Hi there! 🌟

What brings you in today 🤖

Text Us!

Attachment: Vehicle Quote (3803 : Purchase of new city vehicle for IT Department)



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

ACTION ITEM

DOC ID: 3804

Council Meeting Date:	16 March 2023
Department:	Fleet Services
Issue Under Consideration:	Motion to approve purchase of a pool vehicle for city staff in the amount not to exceed \$40,000 from Coastal Chevrolet.
Amount Requested:	Not to exceed \$40,000
Is Item in Current Budget?	Non budgeted Item
If no, please explain:	Vehicle was not included in FY 2023; however, staff is requesting authorization to purchase it with realized savings from other budgeted projects.
Financial Impact:	Not to exceed \$40,000
Points to Consider:	• To purchase an electric or gas car for the purpose of city staff to utilize as a pool vehicle to conduct official city business and local or out-of-city training travel. • Training will be needed for Fleet staff should an electric vehicle be purchased. • Electric vehicle charging stations will need to be in place at city facilities. Range: \$599 - \$2,000 depending on the level. • Amount requested includes vehicle and charging station should an EV is purchased.
Options:	Approve/Deny
Staff Recommendation:	Staff recommends approval

Reviews:

Isaac Williams Completed 03/07/2023 7:52 AM
 Kathy Vermeland Completed 03/07/2023 5:25 PM
 Sandra E. Yudice Ph.D. Completed 03/07/2023 10:11 PM
 Stephanie Buccione Completed 03/08/2023 4:27 PM
 Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 Vehicle quote (PDF)



Trending cars

Top SUVs

Best Selling cars

Blog

Thank you for submitting your information!



2023 Chevrolet Blazer

Best Offer: \$34,293~~\$MSRP 35,100~~

Attachment: Vehicle quote (3804 : Purchase of New City Vehicle for City Staff)

Thank you for submitting your information!

Following dealers will contact you shortly, usually within 24hrs

- Palmetto Chevrolet Co., Inc



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

ACTION ITEM

DOC ID: 3795

Council Meeting Date:	16 March 2023
Department:	Electric
Issue Under Consideration:	Motion to approve purchasing a Line Truck for the Electric Utilities Department in the amount of \$270,400.00 with FY2022-2023 Funds
Amount Requested:	\$270,400.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	\$270,400.00
Points to Consider:	This purchase is to replace a 1985 GMC Digger Derrick truck. The truck is used in the Electric Utility Department for lifting transformers and poles, drilling holes for new pole installations and to hold poles in place for installation and/or in an emergency. The budget for this purchase was in the amount of \$180,000.00, which was included with the lease funding approved in the Fall of 2022. The remaining funds will be allocated from another capital project that will not be going forward this year ("Additional bay at substation"). The truck has a year and a half lead time after confirmation of purchase. This is a specialized truck and there are only a few reputable local vendors, thus, only two bids were obtained.
Options:	Approve or Not Approve
Staff Recommendation:	Approve

Reviews:

Scott Whittier Completed 03/06/2023 8:53 AM
 Kathy Vermeland Completed 03/07/2023 2:55 PM
 Sandra E. Yudice Ph.D. Completed 03/07/2023 10:27 PM
 Stephanie Buccione Completed 03/08/2023 4:21 PM
 Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 Altex Quote (PDF)
2. 2 TEREX Utilities Quote (PDF)

Updated: 3/7/2023 10:27 PM by Sandra E. Yudice Ph.D. (Page 1)

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
174.	International Heavy Duty Tail Light Wiring (08HAB)	1	
175.	International Transmission Dipstick Tube Enters Curbside of Transmission (13WGH)	1	
176.	International - Pre-Wire Chassis with Cab Pass-Thru (8HBE)	1	
177.	Vinyl Bucket Seat	1	
178.	Vinyl Split Bench Seat	1	

Additional Pricing

179.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Total Price - \$362,246.00 *DH 50 H*

Altec Industries, Inc.

BY

Mike Hubble



DC47 Price - \$270,400.00 Lead Time for this unit is under 1.5 years.

Attachment: Altec Quote (3795 : Line Truck Replacement #1916)

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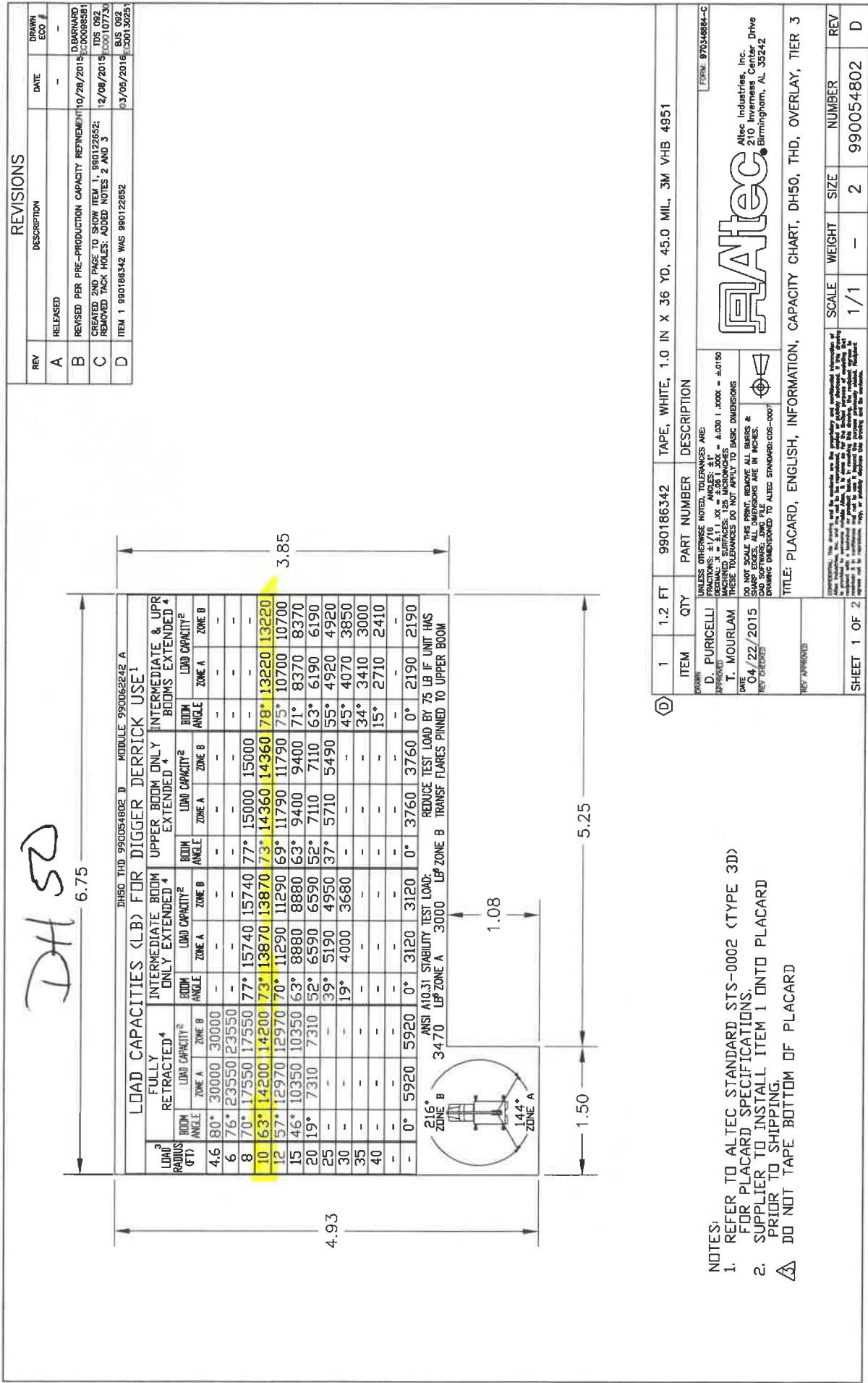
UTILITY EQUIPMENT AND BODIES SINCE 1929



Attachment: Altex Quote (3795 : Line Truck Replacement #1916)

FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
OR VISIT US ONLINE AT altec.com

Altec
DIGGER DERRICK



Attachment: Altex Quote (3795 : Line Truck Replacement #1916)

TURNTABLE WINCH

HYDRAULIC UPPER BOOM (NO UPPER CONTROLS)

4/7/2009

AND DIGGER
DC47 THD

Load Radius Ft.	Booms Retracted				Intermediate Extended				Upper Only Extended				Both Booms Extended			
	Sheave Height Ft.	Boom Angle Degrees	Lift Capacity Lb.		Sheave Height Ft.	Boom Angle Degrees	Lift Capacity Lb.		Sheave Height Ft.	Boom Angle Degrees	Lift Capacity Lb.		Sheave Height Ft.	Boom Angle Degrees	Lift Capacity Lb.	
4.7	30.2	80.0	23,790		-	-	-		-	-	-		-	-	-	
6	29.9	76.2	17,880		-	-	-		-	-	-		-	-	-	
8	29.2	70.1	15,000		38.5	76.4	13,900		37.6	76.7	14,240		46.8	79.9	13,530	
10	28.2	63.7	11,570		37.9	72.3	10,550		37.0	72.4	10,900		46.3	76.7	10,230	
12	27.0	56.9	9,470		37.2	68.0	8,530		36.2	68.0	8,890		45.7	73.4	8,250	
15	24.4	45.5	7,430		35.7	61.3	6,650		34.6	61.0	7,020		44.6	68.4	6,410	
20	15.0	14.4	4,850		32.0	48.9	4,840		30.8	48.0	5,200		42.0	59.6	4,690	
25	-	-	-		26.0	33.3	3,690		24.2	31.0	4,020		38.3	49.9	3,670	
30	-	-	-		-	-	-		-	-	-		32.8	38.3	2,960	
35	-	-	-		-	-	-		-	-	-		23.8	22.1	2,320	
	-	-	-		-	-	-		-	-	-		-	-	-	
	-	-	-		-	-	-		-	-	-		-	-	-	
	-	-	-		-	-	-		-	-	-		-	-	-	
	-	-	-		-	-	-		-	-	-		-	-	-	
	-	-	-		-	-	-		-	-	-		-	-	-	
-	20.5 LR	0.0	3,940		29.4 LR	0.0	2,190		28.5 LR	0.0	2,630		37.4 LR	0.0	1,590	
-	3.4	-20.0	2,220		0.3	-20.0	1,020		0.5	-20.0	1,420		-2.5	-20.0	680	

A Load being lifted must not exceed winch line rated working load multiplied by the number of parts of winch line.
 B Capacities shown are with an 18 inch auger weighing 320 pounds.



February 22, 2023
Our 94th Year

Ship To:
CITY OF GEORGETOWN (SC)
120 N FRASER ST
GEORGETOWN, SC 29440
US

Bill To:
CITY OF GEORGETOWN (SC)
PO BOX 1146
GEORGETOWN, SC 29442-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 1346011 - 1
Account Manager: Brian E Mays
Technical Sales Rep: Mike Hubble

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model DH50H Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features:	1	
A.	Maximum Sheave Height: 50.6 ft		
B.	Maximum Horizontal Reach: 41.0 ft		
C.	Maximum Digging Radius: 29.0 ft		
D.	Articulation: From 80 degrees above horizontal to 20 degrees below horizontal		
E.	Winch: 15,000 pound bare drum capacity turntable winch with 8.625 diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding		
F.	Insulated: 46 kV and below		
G.	Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved.		
H.	Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.		
I.	System pressure gauges mounted on main control stations.		
J.	Passive zone rating system with visual light indicators to show instability of unit (only when mounted on single axle chassis)		
K.	Transferable Boom Flares include adjustable alignment guides.		
L.	Pole Guides: proportionally controlled hydraulic cylinders drive open/close and tilt functions and include double pilot operated check valves to support poles in both tilt directions. Also includes two function pole guide interlock preventing any collisions between the pole guide and upper boom when the transferable flares are attached to the intermediate boom.		
M.	Fiberglass Boom Tip with provisions for platform attachment.		
N.	Two-part load line attachment point on intermediate boom.		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	O. Full capacity fiberglass upper boom is round and is fabricated using a Centrifically Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage. P. Proportional Fully-Hydraulic Control System: The pilot operated hydraulic system provides easy to operate controls with superior metering. Hydraulic control valves for Rotation, Boom Elevation, Boom Extension, Digger and Winch are fully hydraulic and controlled by a proportional pilot system which provides full metering and feathering characteristics. R. Hydraulic Dump Valve installed in pedestal: Provides extra protection by diverting hydraulic flow away from the main control valve when unit is idle. Dump valve solenoid is electronically activated when a function is operated. S. Boom Storage Protection System: switch on main boom activates hydraulic overload protection system to prevent operator from inadvertently placing excessive down force on boom stow bracket. T. Continuous rotation including planetary drive rotation gearbox. With booms horizontal and fully extended, unit is able to rotate a 500 lbs load on winch line at boom tip up a 5 degree slope. U. Manual Override of Hydraulic Functions at main control valve. V. Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed. W. Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. X. Outrigger Control Valves, located at tailshelf Y. Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion. Z. Back-up Alarm, installed AA. Tool outlets at tailshelf, tool control valve is integral to the outrigger control valve on the vehicle curbside. AB. Two (2) Operator and Maintenance/Parts Manuals containing instructional markings indicating hazards inherent in the operation of an aerial device AC. Painted white with Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of all fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. AD. Unit meets or exceeds ANSI 10.31-2006. Unit serial number placard clearly states compliance. AE. Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.		
2.	Pilot Control System	1	
3.	Rear Mount Over Rear Axle for DH	1	
4.	31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.	1	
5.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1	
6.	8 - Turntable Winch	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
7.	11 - Normal winch speed (15,000 lbs)	1	
8.	94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed	1	
9.	2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft	1	
10.	88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System	1	
11.	Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.	1	
12.	175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)	1	
13.	Standard Pole Guides for 18.00 in Dia Pole Maximum	1	
14.	No Derrick Tong Protectors	1	
15.	Single handle controller, full view riding seat, installed on curbside of turntable, includes one T-handle, 3-function controller and foot throttle.	1	
16.	Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.	1	
17.	Zone Rating System	1	
18.	Manual Hydraulic Outrigger Controls	1	
19.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units	1	
20.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes: A. Maximum Spread: 153 inches measured from centerline of shoe pins B. Penetration at maximum extension: 6.5 inches (for standard installation on a 40 inch frame height) C. Standard Shoe Dimensions: 14 x 15.25 inches D. Hydraulic Outrigger Control Valves E. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. F. Outrigger motion alarms G. Outrigger Interlocks: Will not allow the unit to be operated until the outriggers have been at least partially deployed.	1	
21.	Powder coat unit Altec White.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Unit & Hydraulic Acc.</u>			
22.	Dirt Auger 18 Inch DIA With 2-1/2 In Hex X 104 Inch L Single Flight (Painted Black)	1	
23.	Winch Rope For Turntable Winch 115 Ft Long x 1.13 Inch Dia	1	
24.	Load Line Swivel Hook 8-1/2 In Ton (Crosby)	1	
25.	DH Series Derrick Subbase (Rigid)	1	
26.	Subbase Blocks	1	
27.	Subbase Storage With Drop Down Door (Paddle Latch) At Rear 7 Inch High	1	
28.	60 Gallon Reservoir, Standard, No Sight Gauge	1	
29.	Hydraulic components needed when locating reservoir more than 86" from pump.	1	
30.	HVI-22 Hydraulic Oil (Standard)	75	
31.	Standard Pump for PTO	1	
32.	Muncie PTO	1	
33.	Hot Shift PTO (for Automatic Transmission)	1	
34.	Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions: -Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.	1	
35.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
36.	Front Hydraulic Winch, Braden PD18, 20,000 LB, Single Speed, Braden Bumper Package, CS Extended Shaft, Tool Box. Includes emergency stop switch mounted near winch, with indicator light in cab.	1	
37.	Winch Cable, IWRC 6 X 36, 1/2 Inch Dia, 200 Ft L	1	
38.	Quick Hook 5 TON	1	
39.	Winch Controls, Dual Location (In-Cab And Remote Mounted), Air, Single Axis Control Levers (Non-Meterable), Altec Preferred Dual Location Air Controllers, Guard	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
40.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
41.	50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Altec Preferred)	1	
42.	Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally) Install on tailshelf, CS	1	
43.	Manual Outrigger Valve Installation, Derricks	1	
44.	Unit Installation Components.	1	
<u>Body</u>			
45.	Altec Body	1	
46.	Steel Body	1	
47.	Body Is To Be Built In Accordance With The Following 'Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction. D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. F. Steel Treated For Improved Primer Bond And Rust Resistance. G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing. H. B-Line Channel Installed In Compartments		
48.	Smooth Galvanneal Steel Floor	1	
49.	Bobtail Service Line With Step (BSLS)	1	
50.	Finish Paint Body Altec White	1	
51.	Undercoat Body	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
52.	144" Estimated Body Length (Engineering To Determine Final Length)	1	
53.	94" Body Width	1	
54.	46" Body Compartment Height	1	
55.	18" Body Compartment Depth	1	
56.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
57.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1	
58.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	7	
59.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
60.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
61.	Standard Master Body Locking System	7	
62.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
63.	Chains On All Horizontal Doors	1	
64.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
65.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
66.	Two Hotstick Brackets On Streetside	1	
67.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
68.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
69.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
70.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
71.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
72.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
73.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
74.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
75.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers	1	
76.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
77.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
78.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
79.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
80.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles	1	
81.	3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
82.	3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2	
83.	3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
84.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	1	
85.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
86.	34" L Steel Tailshelf, Width To Match Body	1	
87.	3" Fixed Steel Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out	1	
88.	Smooth Galvanneal Steel Tailshelf	1	

Body and Chassis Accessories

89.	Dock Bumpers (Pair), Rectangular, installed at Rear Frame Rail at the furthest point back	1	
90.	Set of Safety Chain Eye Bolts	1	
91.	Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11-Bolt T-Mount, Altec Preferred (T-125 Style), Eye Bolts, Dock Bumper, 4X2/6X4	1	
92.	ICC Underride Protection	1	
93.	Glad Hands at Rear, Straight (Standard) (Includes Dust Covers)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
94.	Rigid Step, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)	1	
95.	Compartment Top Access Step from Body Floor	1	
96.	Riding Seat Access Step	1	
97.	Pole Rack, Two Pole Capacity with Hand Ratchet Tie Binders, Removable at Rear	1	
98.	Secondary Boom Saddle for Offset Stowing of Derrick Due to Pole Rack	1	
99.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
100.	Lower Boom Rest	1	
101.	Wood Outrigger Pad 24 x 24 x 2.5 with Rope Handle	4	
102.	Outrigger Pad Holder; 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	4	
103.	Pendulum Retainers For Outrigger Pad Holders	4	
104.	Outrigger Control Guards, Underhung Tailshelf Mount (Altec Preferred)	1	
105.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
106.	Mud Flaps with Altec Logo (Pair)	1	
107.	5 LB Fire Extinguisher with Light Duty Bracket Shipped Loose (Amerex #B402T)	1	
108.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
109.	Slope Indicator Assembly (Pair) for Machine with Outrigger	1	
110.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	

Electrical Accessories

111.	Compartment Lights Wired To Dash Mounted Master Switch	1	
112.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
113.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) Class II (Permit May Be Required) (Altec/Stock Preferred)	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Installed on the boom stow, SS and CS		
114.	Dual Tone Backup Alarm With Outtrigger Motion Alarm	1	
115.	Altec Standard Multi-Point Grounding System	6	
116.	Grounding Lug, Copper, U-Shaped, Threaded	2	
	Installed on CS, front and rear		
117.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
118.	Relocate Trailer Receptacle Supplied With Chassis	1	
119.	Trailer Receptacle, 7-Way (Pin Type) Installed At Rear	1	
120.	Trailer Brake Controller, Electric (Kelsey Hayes #81741)	1	
121.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
122.	Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed	1	
123.	Install Outtrigger Interlock System In Final Assembly	1	
124.	Foot Throttle Assembly	1	
<u>Finishing Details</u>			
125.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
126.	Powder Coat Unit Altec White	1	
127.	Finish Paint Body Accessories Above Body Floor Altec White	1	
128.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
129.	Safety and Instructional Decals English	1	
130.	Vehicle Height Placard Installed In Cab DEPS 002	1	
131.	HVI-22 Hydraulic Oil Placard	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
132.	Dielectric Test Unit According to ANSI Requirements	1	
133.	Stability Test Unit According to ANSI Requirements	1	
134.	Focus Factory Build	1	
135.	Delivery Of Completed Unit	1	
136.	Inbound Freight	1	
137.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
138.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
139.	Stock Unit	1	
<u>Chassis</u>			
140.	Altec Supplied Chassis	1	
141.	Chassis	1	
142.	2026 Model Year	1	
143.	International HV507	1	
144.	Dual Rear Wheel	1	
145.	Set Forward Axle	1	
146.	4x2	1	
147.	Chassis Cab	1	
148.	Regular Cab	1	
149.	Front Frame Extensions	1	
150.	Air Horn Under Cab	1	
151.	Classic Hood	1	

Attachment: Altex Quote (3795 : Line Truck Replacement #1916)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
152.	AM/FM Radio	1	
153.	Bluetooth	1	
154.	Trailer Air Brake Package	1	
155.	121 Clear CA (Round To Next Whole Number)	1	
156.	GVWR 33,000 LBS	1	
157.	14,600 LBS Front GAWR	1	
158.	21,000 LBS Rear GAWR	1	
159.	Spring Suspension	1	
160.	Cummins B6.7	1	
161.	Diesel	1	
162.	300 HP Engine Rating	1	
163.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
164.	15SXJ - International 50 Gallon Fuel Tank Non-Polished (Under Cab Left Hand)	1	
165.	15WCN - International 5 Gallon DEF Tank (Under Cab Left Hand)	1	
166.	Other Exhaust	1	
	Right Horizontal Under Cab		
167.	Clean Idle Certification	1	
168.	CARB Compliant	1	
169.	Air Brakes	1	
170.	Park Brake In Rear Wheels	1	
171.	Battery Under Cab Left Hand	1	
172.	16XJV - International Dash Cutout for Switch Panel	1	
173.	International - Disallow Regen while in PTO mode (13WEV)	1	

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Customer Order Acknowledgement

Terex Utilities, Inc. - 200 Eden Way - Whitehouse, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-1842

Date: 02/27/2023

All Stock Trucks Are Subject To Prior Sale

Company: City of Georgetown

Address: 800 Church St

Phone: 843-450-7520

City, State: Georgetown, SC

Contact: Shane Ard

Email: sard@cogsc.com

TEREX Quote #: QU17069

Stock Truck or Slot #: _____

Unit: C4047

Baseline Price: \$301,578

FET Tax Estimate: If Applicable _____

Service Center Upfit: _____

Grand Total: \$301,578

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Notes:

- 1) Delivery Terms are: FCA, Shipping Point, prepaid and included
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be Q1 2024 days

Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to your Account Manager

Terex Utilities Inc.

Terex Utilities

Account Manager:

Seth Houtsma

Accepted By: _____

PO Number: _____

Grand Total: _____

Date: _____

Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-In Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____

Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of 12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are NOT covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

TUFM1050 Rev D 03-08-12

Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)



Terex Utilities, Inc.
 3140 15th Ave SE, Watertown, SD 57201
 Phone: 605-882-4000 Fax: 605-882-1842

04/13/2022

TEREX STOCK
 3140 15TH AVE SE
 WATERTOWN, SD 57201
 Attention:

Phone:

Qty. Description

UNIT

- 1 One (1) new Terex Commander 4047 model hydraulic rotating digger derrick with a turntable winch.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
- * Meets ANSI/ASSE A10.31-2019.

Elevation:

- * From +80 degrees above horizontal to -20 degrees below horizontal.

Dual Lift Cylinders:

- * Double-acting cylinders with chrome plated rods and integral holding valves. Trapezoid mounting design offers greater boom support and stability providing less wear and longer life. Either cylinder can hold the rated lifting capacity of the derrick.

Steel Lower Boom:

- * The boom is a fabricated box utilizing high-strength steel plates.

Steel Intermediate Boom:

- * Fabricated box constructed of high strength steel. Powered by a double acting hydraulic cylinder equipped with integral holding valves on both extend and retract ports.

Fiberglass Hydraulic Upper Boom:

- * Capable of lifting the hydraulic capacity of the derrick in all positions.
- * Tested and rated for line voltage up to and including 46 KV AC.
- * Tapered non-metallic rollers mounted at the end of the intermediate boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.

Continuous And Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

Miscellaneous:

- * Relief valves to protect the derrick circuits and digger-winch circuits.
- * Hydraulic hoses are equipped with permanent type hose fittings.
- * A custom load chart stating actual lifting capacity considering all final options, chassis, body,

Qty. Description

outriggers, and other fixed equipment with capacity based on completed unit stability is included.

- * A boom-angle indicator and decal are mounted on each side of the lower boom.
- * All metallic components of the complete digger derrick device are prime painted.
- * Two complete manuals providing operational and maintenance procedures, and a replacement parts listing.
- * Warning decals provided with unit.

Turntable Winch Including Transferrable Pole Buddy Assembly:

- * 15,000 lb. bare drum capacity worm gear winch equipped with hydraulic counterbalance valve mounted on the derrick turntable. Equipped with flanged pole buddy transferrable from intermediate boom to upper boom.

Bare Boom Lift Capacities:

- * Boom Angle: All Booms Retracted
- * Maximum Elevation 24750 lbs.
- * 10 Ft. Radius 11000 lbs.

Work Zone Capacities:

- Median Digging Radius 20.5 ft.
- Digging Capacity at Median Radius 2542 lbs.
- Lift Capacity at Median Radius 4524 lbs.

Sheave Height:

- * With intermediate boom extended, 38.6 ft. at maximum elevation.
- * With upper boom extended, 47.4 ft. at maximum elevation.
- * Dimensions are based on a 40" chassis frame height.

Load Radius:

- * 28.5 ft. from C/L of rotation, at 0 degree, intermediate boom extended.
- * 37.5 ft. from C/L of rotation, at 0 degree, upper boom extended.

1 RH Inside Access Command Post:

- * Allows access into command post between boom and console of the command post.
- * Glycerin filled pressure gauge is provided to monitor system pressure.
- * Permanent type control decals are provided.
- * Adjustable cushioned operator seat is provided as standard and includes side rails.
- * Hydraulic foot throttle.
- * Includes a control and horn.
- * Stop/start at control station.

1 Operator LED light at controls at command post/console.

1 Pole Guide For Transferable Pole Buddy with Interlock:

- * Hydraulic cylinders equipped with holding valves operate the tilt and open/close on pole guide arms.
- * Pole guide hoses are contained in a chain type carrier, installed on the side of the boom.
- * Transfers from the end of the intermediate boom to the end of the upper boom and vice versa.
- * The pole guide is installed on the transferable pole buddy flange assembly.
- * Protects both the pole guide and the boom from accidental damage caused by extending the upper boom while the pole guide is on the intermediate boom and tilted downward. Includes actuating plunger and two poppet valves.

Qty. Description

- 1 Exclusive Single Stick T" Control:
 - * Control allows one hand to operate three functions: rotation, boom elevation, and intermediate boom extension.
 - * Upper boom extension and other functions have individual controls.
- 1 Pole Claw Arms:
 - * Unique circular design of arms that handle poles up to 23 inch diameter.
- 1 Load Moment Limiter (Hydraulic Overload Protection) for Boom and Rotation systems:
 - * An Operator aid to prevent damage to the derrick by stopping selected functions if an over load occurs. The functions necessary to eliminate the overload condition remain operational, to relieve the cause of overload.
 - * Disables boom down, boom extend, winch up, and digger dig when boom lift or rotation senses an overloaded condition.
 - * The system is fully automatic relative to the operation and re-set functions.

Pressure Gauge with Color Zone Ring for Load Moment Limiter:

 - * A Indicator gauge which provides an indicator when approaching maximum capacity.
- 1 Worm Gear Rotation:
 - * Provided by worm gear drive through reversible hydraulic motor. Worm gear drive powers a special design long life hardened "shear ball" ball bearing rotation gear.
- 1 X-Boost Option:
 - * Optional capacity control system for increased lifting capability at higher boom angles to meet customer specifications for 10' capacities.
 - * Increases capacities an average of 17% on C4000 Series Digger Derrick.
 - * Includes: Electric collector ring, wiring harness and XDPS component.
- 1 Customer Declined, Anti-Two Block.
 - * Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).
- 1 12,000 ft-lb Two Speed Digger With Hydraulic Shift (ESK 76BA):
 - * Planetary gear drive powered by reversible hydraulic motor.
 - * Telescopic trombone tube is provided to shift the two-speed digger hydraulically.
- 1 LH Auger Storage and Digger Hanger:
 - * Digger hanger bracket is box section and is equipped with a transfer protection system, auger stowage bracket with self latching auger catch and hydraulic auger release.
 - * The auger stowage bracket stores up to a 24" diameter auger, in the standard position.
 - * Digger storage protection system to protect the auger storage cable from damage caused by over-winding. Oil from the digger system is returned to tank before the cable is over-stressed.
- 1 Wire rope cable for auger roll-up.
- 1 Solid Hex Auger Shaft with Coupler:
 - * 60" long x 2-5/8" hex auger shaft with auger adjustment holes.
- 1 Terex Texoma 18" TXC (carbide tooth auger) x 104" long - 60" of 5/16" flighting, 2 5/8" hex bushing. Rollup dish and cable pin welded in place and auger painted Terex Red.

Qty. Description

- 1 Pedestal:
 - * Square constructed pedestal has access holes for maintenance of hydraulic plumbing.
- 1 Allied Industrial Technologies MF60-2-4A hydraulic oil cooler with dual fans for derricks.
- 1 Pump For Use (Required Approximate 120% PTO):
 - Tandem vane high efficiency 3000 psi rated hydraulic pump providing 40 gallons per minute combined flow.
 - * Provides 16 gallons per minute to boom functions and 24 gallons per minute to digger/winch functions and combines flow when boom is not in operation providing 40 gallons per minute to digger/winch at 1600 rpm engine speed, boom extension is faster than winch.
 - * Provides up to 6 gallons per minute for tools at 700 rpm engine speed.
 - * Includes pump kit.
 - FOR GENERAL ONLY: With the use of Radio Controls.
- 1 Hydraulic Reservoir:
 - 50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.
 - * A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a 2 1/2" full flow ball type shut off valve.
 - * Relief valves to protect the derrick circuits and digger-winch circuits.
- 1 Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)
- 1 Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)
- 1 Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets Below Rotation (Diggers):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
- 1 High Pressure code to obtain 3000 psi at outriggers.
 - Note - this is on A-frames and Radial outriggers for Digger Derricks.
- 1 Adjustable flow divider for auxiliary tool outlets below rotation.
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
- 1 Subframe constructed with an open center.
- 1 Tie Down Kit.
- 1 Remote Sensor Bracket:
 - * Bracket to be used with the Williams remote sensor. Installed to supply sensor to work with truck engine.
- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.

Qty. Description

- * Programmable settings allow installer to customize/select options need for their application.
- * Back-up Camera ready.
- * Screw terminal-type connections and enclosure to cover connections.
- * Recommended on Class 6 and above chassis with multiple outputs
- * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

- 1 American flag displayed on unit.
- 1 Factory Warranty
- 1 Clevis for two part line attachment.
- ** ALTERED FROM STANDARD **
- 1 .

BODY, INSTALLATION**** BODY INFORMATION ****

- 1 174 inch line body per attached specifications.
- 1 Install Derrick Over Rear Axle And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.
 - * Includes outrigger pad storage.
- 4 Rubber wheel chocks with eye bolt.
- 1 Grab handles as necessary for 3-point contact.
- 1 Fixed access step mounted on command post.
- 2 Mud flap with logo 30" tall.
 - Note: Trim As-Required.
- 1 Under body mounting kit for a pair of mud flaps.

Qty. Description

- 1 Bracket for storing grounding cable.
- 1 2/0 Black Electrical Cable used for grounding per ASTM F855-04:
 - * 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.
 - * Three point grounding system for grounding vehicle during work operations.
 - * Cable must be fully removed from bracket before use.
 NOTE! Purchaser to verify this meets their company's requirements for fault current.
- 1 Grounding Loop Kit:
 - * Consists of (2) grounding copper rings located one at front and one at rear.
- 1 Chain Storage Bolt on Kit - P/N: 65376043
 - * P/N: 619520
 - * P/N: 65352816
 - * P/N: 65375857
 - * P/N: 65375859
 - * P/N: 618746
- 1 Boom rest.
- 1 Pole carrier assembly 18" bunk style, removable and pedestal mount.
- 1 Front Pole Bunk Bolt On Weldt Arm
 - * P/N: 616228
- 1 Digger Derrick dual position boom rest saddle.
- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 1 Strobe mounting bracket.
- 1 Strobe mounting bracket weldment mounted under the pole rack.
- 1 Glad Hand Kit
 - * Requires tractor protection valve and air lines to the rear.
- 1 Tekonsha Voyager electric brake control.
- 1 Remote engine stop/start And two speed control from rear of vehicle.
- 1 15 ton pintle hook:

Qty. Description

* Safety chain eyes.

"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

1 ICC rear bumper.

1 7-prong trailer socket.

NOTE: Stop & turn signal lights on combined circuit.

1 Oil tank mounting for external reservoirs.

60 Fill with Hydraulic oil for general purpose use.

* Refer to the product maintenance manual for specific type to be used.

1 1 1/8" x 110' Samson, 2-IN-1 Stable Braid uncoated rope.

1 Crosby, Hook and Jam, Swivel, 8.5 ton w/Latch Assy.

1 Hannay spring loaded hydraulic hose reel with 4-way roller assembly with 50' of 1/2" Hose Set.

* Quick disconnect HTMA male and female flush faced couplers and dust covers.

* Installed on hose reel with ball stop.

1 Safety Kit consists of the following:

* 5-lb ABC fire extinguisher with bracket.

* James King triangle reflector kit.

1 Paint C4000 derrick one color.

1 Paint body floor with non-skid paint.

1 Paint compartment top with non-skid paint.

CHASSIS

1 Freightliner M2 106 4x4 (Spec # 81)

* 33,000 lbs GVWR

* Wheelbase 190", CA 124", axle to frame 100"

* 14,000-lb capacity front axle

* 21,000-lb capacity locking rear axle

* Cummins B6.7 (6.7L) 300 HP @ 2,600 rpm, torque 660 lb-ft @ 1,600 rpm

* Allison 3500 RDS wide ratio, 5-speed automatic transmission with overdrive

* L0006EY White Elite EY

SPECIAL CHARGES

1 Delivery to Customer.

QU17069-02

Qty. Description

OPTIONS:

ADD

Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)

Notes:

Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)



Quotation Number Q TX174-CMS4
Terex Part Number: 65380468

To:	Terax Utilities	Date:	8/14/2021
Attn:	Tim Belcourt		
Customer:	Stock		
Spec Number:	N/A	Inside Sales:	Tyler Giang
State:	South Dakota	Outside Sales:	House
Engine Type:	Diesel		
Crane/Unit Model:	C4047		
Chassis:	Freightliner	Reference:	
Auto Configuration:	DRW 4x4	Same As:	TX174-CM54

Dakota Bodies LLC.	Steel	Line	Body
--------------------	-------	------	------

174 inches Long x 46 inches High x .94 inches Wide
Chassis Cab to Axle (CA) of 120 inches

- Bodies with one set of jack legs to have lifting eye and body shipping stands
- 16 gauge front bulkhead – Ship loose (unless specified)
- Wheel chock holders are to be installed $\frac{1}{4}$ " forward and $\frac{1}{4}$ " rearward of cutout
- All bulkheads to have pin access cutout/ cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get pin access cutout/ cover

Body Dimensions:

174	Inches - Body Length
46	Inches - Body Height
94	Inches - Body Width
120	Inches - Chassis C/A
44	Inches - Compartment Height
18	Inches - Compartment Depth
58	Inches - Load Space Width
25	Inches - Top of Body to Top of Floor Dimension
24	Inches - Horizontal Compartment Height
N/A	Inches - Wheel Box Height

Body Materials:

14 ga Galvalneel	- Main Body Material
12 ga 4-Way Treadplate	- Compartment Tops Material
14 ga Galvalneel	- Wheel Panels Material
14 ga Galvalneel	- Front Bulkhead Material
18 ga Galvalneel	- Shelving Material
Adjustable on Dual Unistrut	- Shelving Mounting Style
	OPTIONS
No	- Front Rock Guards Material
No	- Wheel Well Liners Material
No	- Bed Area Wall Liners Material

Other Body Details:

Door Materials:

- Standard, Double Panel 16 ga Galvaneal 16 ga Galvaneal - Stainless Steel Rod & Socket 5/16" Stainless Steel - Chain - Chain	- Door Type - Inner Door Material - Outer Door Material - Door Hinge Style - Door Rod Material - Vertical Door Holder Option - Horizontal Door Holder Option - Latch Type
Single Point Rotary (Stainless Steel)	- Keyed Alike - Lock Type - Wrap Around Sticker with Rounded Corners

Other Door Details:

Floor and Understructure:

- | | |
|-------------------------------|---------------------------|
| 12 ga (.109) 4-Way Treadplate | - Bed Area Floor Material |
| C4047 | - Unit Cutout In Floor |
| Stringer | - Body Frame Style |
| Structural | - Body Frame Material |
| 3 Inch | - Body Frame Height |

CM 4047 4X4 Subframe**Dakota Bodies Welded and Wet Painted Black Subframe Assembly**

- For use with C4047 Installed on 4 X 4 Chassis
- Body will be installed on Subframe prior to Shipment with the following:
 - Qty. 4 HBOLT 5/8"-11 x 2.5" GR5 ZP (#16313)
 - Qty. 4 USS Flat Washer 5/8" x 1.75" ZP (#33014)
 - Qty. 4 NUT, Nylon Lock, 5/8"-11" ZP (#37188)
- Terex Supplied Parts:
 - Qty. 1 Subframe Weldment (#1000108) Weld On / Installed
 - Qty. 1 Socket / Wrapper (#447134) Weld On / Installed
 - Qty. 1 Front Plate (#429240) Weld On / Installed
 - Qty. 2 Digger Shear Plates (#443991) Weld On / Installed
 - Qty. 1 A-Frame Front Jack with Club Feet (#476723) Weld On / Installed
 - Qty. 1 A-Frame Rear Jack with Club Feet (#9182187) Weld On / Installed
 - Qty. 4 Vertical Bolt Subframe Tie Down Brackets (#496473) Weld On / Installed
- Dakota Bodies Supplied Parts:
 - Qty. 2 Cap, Socket / Wrapper for Tube (Weld On / Installed)
 - Qty. 2 Front Body Mount Angles (#361518) Weld On / Installed
 - Qty. 1 Grounding Angle (Weld On / Installed)
 - Qty. 2 Rear Body Tie Down Brackets (#361538) Weld On / Installed
 - Qty. 1 Strobe Light Wiring Channel (Weld On / Installed)
 - Qty. 1 Hose Pass Through Plate (Weld On / Installed)
- Boom Rest #46381009 Provided and Installed by Dakota Bodies

Possum Belly Storage:

- Possum Belly Storage with Drop Down Door and Slam latch at rear
- Hose tunnel cutout

Accessories:

- Rubber Topped Crown (PN# 30134) (Installed with Wheel Cut-Outs)
- Automotive Bulb Weatherstripping (PN# 30132) (Installed)
- Rotating Masterlock system

Paint:

- Powdercoat Complete; Interior and Exterior, Taffeta White DW59-20001; PC0020
- Paint the Complete Bed Area Same as Body
- Subframe and outriggers Painted Gloss Black

Streetside Compartmentation:**1st Vertical Compartment:**

- 30" Wide x 46" High x 18" Deep Compartment
- Outrigger Cutout with Cover in this Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

2nd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

3rd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

Horizontal Compartment:

- 54" Wide x 24" High x 18" Deep Compartment
- Eight (8) Adjustable Dividers Installed on Compartment Bottom

Rear Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutout with Cover in this Compartment

Streetside Hotlick Shelf:

- 174 inch Long Shelf Installed on the Streetside with a Rear Dropdown Access Door
- Stainless Steel Automotive Rotary Type Door Latch
- Stud Mounted Latches to Have Hidden Fasteners Inside the Door
- Striker Installed in Door Frame for Maximum Opening
- Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weatherstripping Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartmentation:**1st Vertical Compartment:**

30" Wide x 46" High x 18" Deep Compartment

- Outrigger Cutout with Cover in this Compartment
- Five (5) 1/2" Dia. Locking / Swivel Cartage Bolt Hooks, Adjustable, 1-3-1 Hook Set

Curbside Access 30" Wide

Hinged Gripsit access steps to bed area with Chain Storage underneath

- One (1) Small Stainless Steel slam style paddle latch.
- Two (2) Gas assist door openers.

Removable Back Wall Plate with Two (2) Louvers

12 gauge galvaneal risers and side kickplates.

Two (2) grabhandles at the side access of the body.

One (1) Rubber belt type access step under the side access steps. (Bolt On / Ship Loose)

- To have a 1/4" x 4" flat added to bottom of step for mounting cable step
- Removable Lasered Flat tailgate 4" high Installed at top of side access
- Includes pins and lanyards

3rd Vertical Compartment:

30" Wide x 46" High x 18" Deep Compartment

- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

Horizontal Compartment:

54" Wide x 24" High x 18" Deep Compartment

- One (1) Adjustable Shelf
- Divider Slots on 2" Centers, with Eight (8) Adjustable Dividers

Rear Vertical Compartment:

30" Wide x 46" High x 18" Deep Compartment

- Five (5) 1/2" Dia. Locking / Swivel Cartage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutouts with Covers in this Compartment
- Grounding Bracket: (Installed/ Bolt On to O/R cover)
- 3/16" HR flat with 3/8" round stock hooks.

Tailgate:

- Removable Lasered Flat tailgate 4" high X full width of bed area Installed at rear of load space.
- Includes pins and lanyards

Tailshelf:

- 12 Ga. treadplate tail shelf 24 inches long X 94 inches wide x 6 inches high.
- Ship Loose Two (2) treadplate floor fillers
- Valve mounting plates below tailshelf
- CS Plate is Part # 36138
- SS Plate is Part # 36139

Tailshelf Rear Lighting:

- 94" Wide 7-Lamp light bar Installed at rear of tail shelf NO LIGHTS
- 12" L Uni-strut rails centered on tailshelf
- Includes notch for possum belly storage
- Includes license plate holes PN# 31238
- Switch Cover PN#36082H
- Lightbar End Caps PN#36132H

Wheel Check Storage:

- Two (2) built into body fender panel on Streetside and Two (2) curbside.
- Include pendulum retainers

Bed Area Step: Bolt-on/Installed

- Bed area step bolted on to 1/2" tapped flats (curbside)
- Painted same as body

Outrigger Pad Holders: Bolt On / Pre-fit / Ship Loose

- Two (2) Double stacked under body mounted outrigger pad holders.
- 25-1/8"W x 9"H x 26"D
- Include pendulum retainers
- Terex PN 615103
- Painted same as body

Grab Handles: Bolt On / Installed

- Two (2) pool type grabhandle for installing on top of tailshelf - Curbside.
- Painted same as body

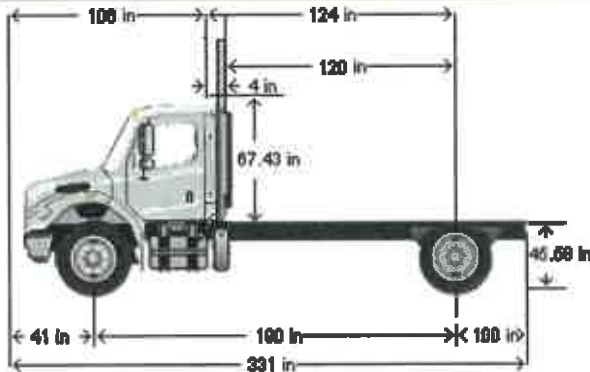
Access Steps: Bolt On / Pre-fit / Ship Loose

- One (1) Double rung Cable type access step under the tailshelf - Curbside.
- Terex PN 65338332
- Painted same as body

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) 4825MM (190 INCH) WHEELBASE
Rear Frame Overhang (552) 2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
Mounting Location (577) NO FIFTH WHEEL LOCATION
Maximum Forward Position (In) 0
Maximum Rearward Position (In) 0
Amount of Slide Travel (In) 0
Slide Increment (In) 0
Desired Slide Position (In) 0.0
Cab Size (828) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (882) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	85.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	124.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	119.9
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	4.5
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	4.5
Back of Cab to End of Frame	224.8
Cab Height (CH)	87.4
Wheelbase (WB)	100.0
Frame Overhang (OH)	100.4
Overall Frame Length	319.8
Overall Length (OAL)	331.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	45.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-037	SPECPRO21 DATA RELEASE VER 037		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA8-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A86-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs		
A88-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A83-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs (Derated)		

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Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)

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Data Code	Description	Weight Front	Weight Rear
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 45000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF3-2A5	TEREX		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21X	CUM B6.7 300 HP @ 2600 RPM, 2800 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters			
79A-072	72 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
282-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
280-017	BATTERY BOX FRAME MOUNTED		

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Data Code	Description	Weight Front	Weight Rear
* 281-008	STANDARD BATTERY JUMPERS WITH ADDITIONAL GROUND STUD MOUNTED 12 INCHES AFT OF THE SPRING SHACKLE		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		

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Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
* 266-078	950 SQUARE INCH ALUMINUM RADIATOR	50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		

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Data Code	Description	Weight Front	Weight Rear
84F-018	S7 ECONOMY LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-018	2600 RPM PRIMARY MODE SHIFT SPEED		
84H-018	2400 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-023	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-1Y2	(2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
375-006	MERITOR MTC-4210 AND MTC-4213 TRANSFER CASE OIL COOLER	20	
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
373-047	MERITOR MTC 4210XL-EC 2-SPEED TRANSFER CASE	375	375
376-001	TRANSFER CASE SHIFT CONTROLS WITH TRANSFER CASE PTO ON/OFF SWITCH WHEN APPLICABLE		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

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Data Version PRL-23M.037
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Data Code	Description	Weight Front	Weight Rear
400-105	MX-14-120-EVO 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE	900	
398-557	5.57 FRONT AXLE RATIO		
389-079	MXL 16T MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH HALF ROUND YOKES		
402-087	MERITOR 16.5X5 Q+ MX DRIVE AXLE CAST SPIDER HEAVY DUTY CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-015	MERITOR CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS		
409-006	FRONT OIL SEALS		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-010	FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-557	5.57 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
382-073	MXL 17T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20

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Data Code	Description	Weight Front	Weight Rear
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-008	REAR OIL SEALS		
428-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1FX	23,000# AWD MULTI-LEAF SPRING REAR SUSPENSION		140
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
480-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
48D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
480-001	STEEL AIR BRAKE RESERVOIRS		

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Data Code	Description	Weight Front	Weight Rear
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
* 914-035	AIR CONNECTIONS FOR EOF ONLY TIED TO 2ND TO LAST XMBR WITH 72" ADDITIONAL HOSE		
298-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-482	4825MM (190 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	160	280
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-50	210
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.41 In		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.91 In		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 319.75 In		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 95.21 In		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 70.16 In		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	

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Data Code	Description	Weight Front	Weight Rear
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
588-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-103	D15-28195-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
Fuel Tanks			
204-216	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-006	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
684-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
* 093-2FK	CONTINENTAL HDR2 12R22.5 16 PLY RADIAL FRONT TIRES	78	
094-12X	CONTINENTAL HDR2+ 12R22.5 16 PLY RADIAL REAR TIRES		140
Hubs			
418-015	MERITOR IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
* 502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
500 OAKWOOD RD
WATERTOWN, SD 57201
Phone: 605-882-5515

Prepared by:
Zachary Burt
FOUR STAR FREIGHTLINER OF
MONTGOMERY
3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-263-1085

Data Code	Description	Weight Front	Weight Rear
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-998	NO GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-001	(5) AMBER MARKER LIGHTS		
294-090	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		

Application Version 11.7.102
Data Version PRL-23M.037
2024 Spec 81

03/02/2022 3:36 PM

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Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
500 OAKWOOD RD
WATERTOWN, SD 57201
Phone: 605-882-5515

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Data Code	Description	Weight Front	Weight Rear
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION .	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	

Prepared for:
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TEREX UTILITIES 88
500 OAKWOOD RD
WATERTOWN, SD 57201
Phone: 605-882-5515

Prepared by:
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FOUR STAR FREIGHTLINER OF
MONTGOMERY
3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-283-1085

Data Code	Description	Weight Front	Weight Rear
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-006	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM WITH (1) ADDITIONAL PARK SWITCH FOR CUSTOMER USE		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
180-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
748-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		

Prepared for:
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3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-263-1085

Data Code	Description	Weight Front	Weight Rear
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
838-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
085-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0008EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0008EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0008EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
984-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
998-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			

Prepared for:
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3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-283-1085

Data Code	Description	Weight Front	Weight Rear
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		
Raw Performance Data			
AE8-89D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 119.91 in		
Sales Programs			
NO SALES PROGRAMS HAVE BEEN SELECTED			
TOTAL VEHICLE SUMMARY			
Weight Summary			
		Weight Front	Weight Rear
Factory Weight*		7941 lbs	4768 lbs
			Total Weight
Total Weight*		7941 lbs	4768 lbs
			12709 lbs
Extended Warranty			
WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES (AT NO ADDITIONAL CHARGE)		

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Application Version 11.7.102
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2024 Spec 81

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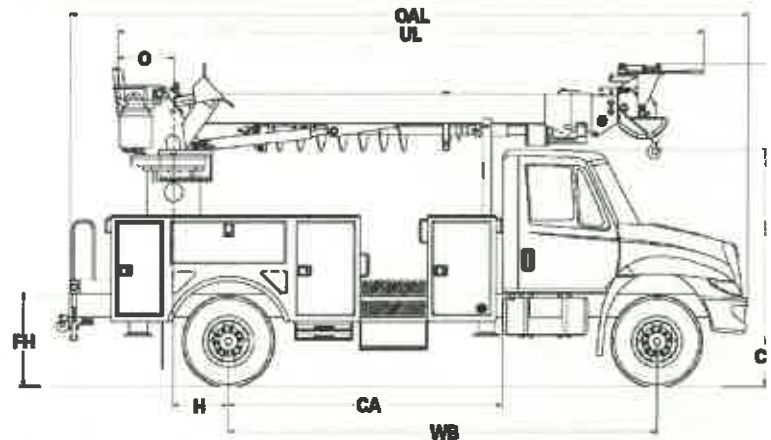
Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)



COMMANDER 4000 SERIE

DIGGER DERRICK

Terex® Telelect Digger Derricks are known throughout the industry. They come with a long history featuring quality and innovative design.



Measurements	Commander 4042	Commander 4045	Commander 4047	Commander 4050
(Minimum Recommendations)	ORA / BC / CMT	ORA / BC / CMT	ORA / BC / CMT	ORA / BC / CMT
Typical Frame Height (FH)	40 in. (101.6 cm)	40 in. (101.6 cm)	40 in. (101.6 cm)	40 in. (101.6 cm)
Typical Cab Height (CH)	103 in. (261.6 cm)	103 in. (261.6 cm)	103 in. (261.6 cm)	103 in. (261.6 cm)
Offset (O)	24.5 in. (62.2 cm)	24.5 in. (62.2 cm)	24.5 in. (62.2 cm)	24.5 in. (62.2 cm)
Overall Height (OAH)	11' 2" 11' 8" 11' 2" (3.4 m) (3.6 m) (3.4 m)	11' 2" 11' 8" 11' 2" (3.4 m) (3.6 m) (3.4 m)	11' 2" 11' 8" 11' 2" (3.4 m) (3.6 m) (3.4 m)	11' 2" 11' 8" 11' 2" (3.4 m) (3.6 m) (3.4 m)
Overall Length (OAL)	22' 6.5" 29' 1" 23' 1" (6.9 m) (8.9 m) (7.0 m)	23' 11" 30' 1" 23' 7" (7.3 m) (9.2 m) (7.2 m)	25' 6.5" 32' 1" 24' 7" (6.9 m) (9.8 m) (7.5 m)	25' 6.5" 32' 1" 24' (6.9 m) (9.8 m) (7.5 m)
Unit Length (UL)	20' 4" (6.2 m)	21' 4" (6.5 m)	23' 4" (7.1 m)	23' 4" (7.1 m)
Center of Rotation (H)	24" 85.5" 44" (61 cm) (217.2 cm) (111.8 cm)	24" 97.5" 44" (61 cm) (247.2 cm) (111.8 cm)	24" 115.5" 44" (61 cm) (293.4 cm) (111.8 cm)	24" 115.5" 44" (61 cm) (293.4 cm) (111.8 cm)
Cab to Axle (CA)	102" 108" 102" (259.1 cm) (274.3 cm) (259.1 cm)	102" 108" 102" (259.1 cm) (274.3 cm) (259.1 cm)	120" 138" 102" (304.8 cm) (350 cm) (259 cm)	120" 138" 111" (304.8 cm) (350 cm) (283 cm)
Wheel Base (WB)	174" 180" 174" (442 cm) (457.2 cm) (442 cm)	180" 192" 180" (457.2 cm) (487.7 cm) (457.2 cm)	192" 210" 192" (487.7 cm) (533.4 cm) (487.7 cm)	192" 210" 192" (487.7 cm) (533.4 cm) (487.7 cm)
Front Axle (FA)	9,000 lb. (4,082 kg)	12,000 lb. (5,443 kg)	12,000 lb. (5,443 kg)	12,000 lb. (5,443 kg)
Rear Axle (RA)	19,000 lb. (8,618 kg)	19,000 lb. (8,618 kg)	19,000 lb. (8,618 kg)	19,000 lb. (8,618 kg)
Gross Vehicle Weight Rating (GVWR)	28,000 lb. (12,701 kg)	31,000 lb. (14,061 kg)	31,000 lb. (14,061 kg)	31,000 lb. (14,061 kg)
Recommended Weight for Stability	25,000 lb. (11,340 kg)	25,000 lb. (11,340 kg)	25,500 lb. (11,567 kg)	25,500 lb. (11,567 kg)
Frame Section Modulus	18.0 in ³	18.0 in ³	18.0 in ³	18.0 in ³
Frame Yield Strength	50,000 psi	50,000 psi	50,000 psi	50,000 psi
Frame RBM	900,000 in-lbs	900,000 in-lbs	900,000 in-lbs	900,000 in-lbs

Attachment: TEREX Utilities Quote (3795 : Line Truck Replacement #1916)



3140 15th Avenue SE
PO BOX 1150
Watertown, SD 57201
USA

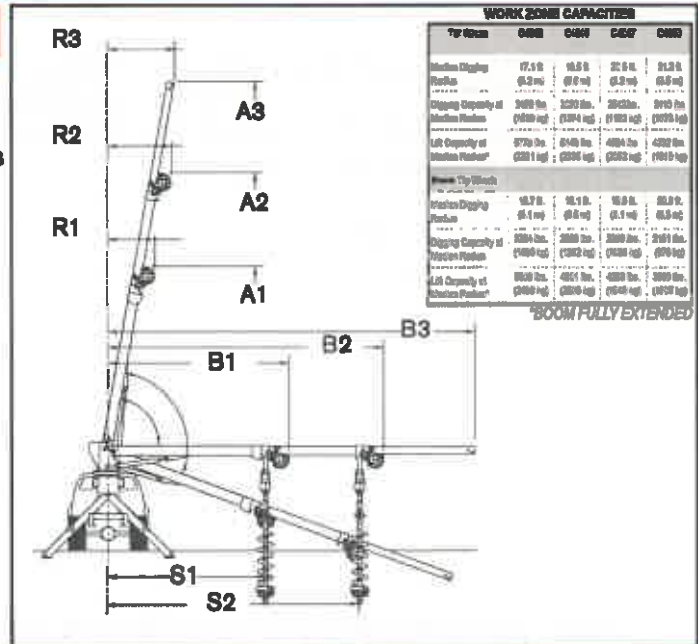
Phone: (605) 882.4000
Facsimile: (605) 882-1842
www.terex.com/utilities
Email: utilities.info@terex.com

Distributed By:

COMMANDER 4000 SERIES

STANDARD EQUIPMENT

- 100 Degrees of Boom Travel (+80 to -20)
- Dual Lift Cylinders
- Self-Aligning Swivel Ball Bushings
- Rectangular, Bi-Axial Epoxy Resin, Filament Wound Fiberglass Booms
- Box Fabricated Steel Lower Boom and Intermediate
- Hydraulic Boom Extension Intermediate & Upper
- Full Pressure Hydraulic Controls
- Full Pressure, Open-Center Hydraulic System
- 50 Gallon Hydraulic Oil Reservoir
- Custom Made Zoned Load Chart
- Continuous Unrestricted Rotation
- 15,000 lb. Turntable Winch
- Meets or Exceeds ANSI A10.31
- Load-Sensing Worm Gear Rotation
- Right-Hand Command Post Controls
- Engine Stop/Start at Lower Controls
- Load Moment Limiter
- Boom Angle Indicator
- Outrigger Interlock
- Moving Outrigger Alarm
- Truck Level Indicator



CAPACITIES & DIMENSIONAL DATA (Based on a 40 inch Frame Height)

Model	Maximum Capacity	Capacity @ 10 ft. Radius	Sheave Height			Load Radius			Horizontal Reach			Digging Radius	
			A1	A2	A3	R1	R2	R3	B1	B2	B3	S1	S2
CMDR 4042 TM Winch	29,250 lb (13,881 kg)	11,800 lb (5,323 kg)	26.8 ft (8.2 m)	34.6 ft (10.5 m)	42.5 ft (13.0 m)	3.0 ft (1.0 m)	4.4 ft (1.3 m)	5.8 ft (1.8 m)	16.5 ft (5.0 m)	24.5 ft (7.5 m)	32.5 ft (9.9 m)	14.0 ft (4.3 m)	22.0 ft (6.7 m)
Boom Tip PG Winch	23,350 lb (10,592 kg)	11,250 lb (5,103 kg)	25.8 ft (7.9 m)	33.7 ft (10.3 m)	41.9 ft (12.8 m)	3.4 ft (1.0 m)	4.8 ft (1.5 m)	5.6 ft (1.7 m)	15.6 ft (4.8 m)	23.6 ft (7.2 m)	31.6 ft (9.7 m)	14.0 ft (4.3 m)	22.0 ft (6.7 m)
CMDR 4045 TM Winch	27,500 lb (12,474 kg)	11,500 lb (5,216 kg)	27.7 ft (8.4 m)	36.6 ft (11.2 m)	45.5 ft (13.9 m)	3.1 ft (0.9 m)	4.7 ft (1.4 m)	6.3 ft (1.9 m)	17.5 ft (5.3 m)	26.5 ft (8.1 m)	35.5 ft (10.8 m)	15.0 ft (4.6 m)	24.0 ft (7.3 m)
Boom Tip PG Winch	22,250 lb (10,093 kg)	10,900 lb (4,944 kg)	26.8 ft (8.2 m)	35.7 ft (10.9 m)	44.8 ft (13.7 m)	3.6 ft (1.0 m)	5.2 ft (1.6 m)	6.1 ft (1.9 m)	16.6 ft (5.1 m)	25.6 ft (7.8 m)	34.6 ft (10.6 m)	15.0 ft (4.6 m)	24.0 ft (7.3 m)
CMDR 4047 TM Winch	24,750 lb (11,227 kg)	11,000 lb (4,990 kg)	29.7 ft (9.1 m)	38.6 ft (11.8 m)	47.4 ft (14.4 m)	3.5 ft (1.1 m)	5.1 ft (1.6 m)	6.7 ft (2.0 m)	19.5 ft (5.9 m)	28.5 ft (8.7 m)	37.5 ft (11.4 m)	17.0 ft (5.2 m)	26.0 ft (7.9 m)
Boom Tip PG Winch	20,350 lb (9,231 kg)	10,400 lb (4,717 kg)	28.8 ft (8.8 m)	37.6 ft (11.5 m)	46.6 ft (14.3 m)	4.0 ft (1.2 m)	5.5 ft (1.7 m)	6.5 ft (2.0 m)	18.6 ft (5.7 m)	27.6 ft (8.4 m)	36.6 ft (11.2 m)	17.0 ft (5.2 m)	26.0 ft (7.9 m)
CMDR 4050 TM Winch	24,800 lb (11,159 kg)	11,000 lb (4,990 kg)	29.7 ft (9.1 m)	40.0 ft (12.2 m)	50.4 ft (15.4 m)	3.5 ft (2.2 m)	5.3 ft (1.6 m)	7.2 ft (2.2 m)	19.5 ft (5.9 m)	30.0 ft (9.1 m)	40.5 ft (12.3 m)	17.0 ft (5.2 m)	27.5 ft (8.4 m)
Boom Tip PG Winch	20,350 lb (9,231 kg)	10,410 lb (4,722 kg)	28.8 ft (8.8 m)	39.1 ft (11.9 m)	49.7 ft (15.1 m)	4.0 ft (1.2 m)	5.8 ft (1.8 m)	7.0 ft (2.1 m)	18.6 ft (5.7 m)	29.1 ft (8.9 m)	39.6 ft (12.1 m)	17.0 ft (5.2 m)	27.5 ft (8.4 m)

OPTIONAL EQUIPMENT

- Various Digger / Augers
 - Auger Storage Left Side (Typical)
 - Auger Storage Right Side (Subject to Configuration)
- Fiberglass Personnel Platform
 - Liners with or Without Steps
- Various Types of Controls
 - Radio Remote Controls
 - Full Pressure Upper Controls
 - Single Stick "T" Controls
- Engine Stop/Start and Throttle Advance at Top Controls
- Various Types of Throttle Advance at Lower Controls
- Boom Tip Winch
- Material Handling Jibs
- Transferable Pole Flanges
- Various Sizes of Pole Guides
- Pole Guide Interlock
- Planetary Slip Brake Rotation
- Manual Fiberglass 4th Section (Adds 4 ft.)
- Hydraulic Tool Outlets
- Pole Puller
- Multi-Part Line Components
- Corner Mount Derricks
- Boom Storage Warning Light
- Outrigger Sag Light
- Various Types of Outriggers
- Truck Grounding Cable & Clamp



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

ORDINANCE

DOC ID: 3786

Council Meeting Date:	16 March 2023
Department:	Administration
Issue Under Consideration:	Motion to approve an ordinance to amend Chapter 2 Article III Division III "Administrator" by repealing Section 2-84 "Bond" of the Code of Ordinances for 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:	N/A
Options:	Approve/Deny
Staff Recommendations:	Approve

Reviews:

Sandra E. Yudice Ph.D. Completed 02/10/2023 12:35 PM

City Attorney Completed 02/10/2023 12:43 PM

Sandra E. Yudice Ph.D. Completed 02/10/2023 12:48 PM

Stephanie Buccione Completed 02/10/2023 2:32 PM

Georgetown City Council Completed 02/16/2023 5:30 PM

Attachments:

- 1 Ordinance to Amend Chapter 2 Article III Division III "Administrator" By Repealing Section 2-84 "Bond" (PDF)

**MOTION TO APPROVE AN ORDINANCE TO AMEND CHAPTER 2 ARTICLE III DIVISION III
“ADMINISTRATOR” BY REPEALING SECTION 2-84 “BOND” OF THE CODE OF
ORDINANCES FOR THE CITY OF GEORGETOWN.**

**AN ORDINANCE TO AMEND CHAPTER 2 ARTICLE III DIVISION III "ADMINISTRATOR" BY
REPEALING SECTION 2-84 "BOND" OF THE CODE OF ORDINANCES FOR THE CITY OF
GEORGETOWN**

- 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,** Since 1977, §2-84 of the Code of Ordinances of the City of Georgetown provides for a performance bond for the City Administrator; and
- WHEREAS,** Historical City Council minutes do not show City Council has approved a set sum for such a bond for a past or current City Administrator; and
- WHEREAS,** There is no provision in state law requiring such a bond for municipal officers; and
- WHEREAS,** In practice, the City Council enters into employment agreements with its City Administrators and maintains insurance coverage for officers and employees; and
- WHEREAS,** The City Council wishes to eliminate any confusion in interpretation of its ordinance;

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 2, Article III Section 2-84 be repealed and reserved. The Section hereby **repealed** and **reserved** is:

Sec. 2-84. - Bond.

The city administrator shall enter into an approved bond in such sum as prescribed by the mayor and city council, conditioned for the faithful and honest performance of the duties of such office. The cost of such bonds shall be paid by the city.

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

ATTEST:

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney



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

ORDINANCE

DOC ID: 3808

Council Meeting Date:	16 March 2023
Department:	Administration
Issue Under Consideration:	Motion to approve an ordinance amending Chapter 2, Article II, Division 2, Sections 2-30 and 2-31 of the Code of Ordinances for the City of Georgetown.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

Sandra E. Yudice Ph.D. Completed 03/08/2023 5:49 PM

City Attorney Completed 03/08/2023 5:51 PM

Sandra E. Yudice Ph.D. Completed 03/08/2023 6:05 PM

Stephanie Buccione Completed 03/10/2023 11:52 AM

Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 Ch II Amendment Public Comments (PDF)

**MOTION TO APPROVE AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 2,
SECTIONS 2-30 AND 2-31 OF THE CODE OF ORDINANCES FOR THE CITY OF
GEORGETOWN.**

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 2, SECTIONS 2-30 AND 2-31 OF THE CODE OF ORDINANCES FOR THE CITY OF GEORGETOWN

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 Mayor and Council of the City of Georgetown ("City Council") recognize the importance of conducting city business in a productive and efficient manner; and

WHEREAS, City Council values input from citizens wishing to offer public comments during its regular meetings; and

WHEREAS, City Council receives public comment on agenda business separately from city matters not on the agenda to ensure the public can comment on business agenda matters prior to Council action, and to be mindful of the time of citizens, professionals paid with public funds, and other stakeholders and business owners desiring or required to be present while Council conducts agenda business; and

WHEREAS, The time for citizens desiring to offer public comment on matters not on the agenda is at the end of City Council's regular meeting agendas, which time sometimes follows Executive Sessions, meaning those wishing to speak remain in Council chambers for the duration of any such closed meeting; and

WHEREAS, City Council desires to balance the efficient and cost-effective conduct of city business, its need to take the time necessary for Executive Sessions, and its desire not to inconvenience citizens; and

WHEREAS, City Council desires to increase the number of citizens not on the agenda who desire to address council by adjusting the discussion time;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, South Carolina, at Council duly assembled that Chapter 2, Article II, Division 2, of the City of Georgetown Code of Ordinances be amended as follows:

That Section 2-30 be amended by adjusting the comment time from five (5) to three (3) minutes, and Section 2-31(d) be amended by rotating sections (7) and (8), to read as follows:

Sec. 2-30. Appearance of citizens.

Any citizen shall be entitled to an appearance before the city council at any regular meeting, without being on the agenda, concerning any municipal matter with the exception of individual personnel matters, unless the citizen is offering a commendation. Persons desiring to speak during the public comment sections of the agenda must notify the municipal clerk prior to the beginning of the meeting. Citizens not on the agenda who desire to address council shall be limited to three (3) minutes of discussion time. The total public comment time shall not exceed thirty (30) minutes at any one regular council meeting. In the event the thirty (30) minutes expire, any citizen not having an opportunity to speak, will be recognized at the next regular council meeting. Citizens may not bring signs into council chambers with the exception of boards used during presentations. Non-citizens shall identify themselves as such when signing in and shall be permitted to speak at the discretion of the presiding officer.

Sec. 2-31. Agenda, order of business and regular meetings.

(d) Order of proceedings. The order of business at regular meetings of the council shall be as follows:

- (1) Invocation if desired by council;
- (2) Pledge of Allegiance;
- (3) Public comments by citizens on current agenda items (*Persons wishing to make an appearance regarding a current agenda item will need to sign-in on-site between 5:00 – 5:25 PM the evening of the meeting*);
- (4) Proclamations;
- (5) Agenda items;

- (6) Approval of minutes;
- (7) Public comments by citizens on city services, business, or other city matters not on the agenda.
(Persons wishing to make an appearance pertaining to City of Georgetown matters not on the current agenda will need to sign-in on-site between 5:00 – 5:25 PM the evening of the meeting).
- (8) Executive session if needed, and potential action item, if needed;
- (9) Adjournment

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

ATTEST:

Stephanie Buccione, City Clerk

Carol Jayroe, Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney



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

ACTION ITEM

DOC ID: 3791

Council Meeting Date:	16 March 2023
Department:	Administration
Issue Under Consideration:	Motion to approve a Memorandum of Understanding between the City of Georgetown and the Georgetown County School District to memorialize certain agreements and understandings of the parties regarding the planning, funding, construction, maintenance, and operation of a planned recreational park to be located on the District's property in the City of Georgetown know as Howard School Park.
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	Depends on the design of the park.
Points to Consider:	Funds for construction of two basketball courts will be included in the FY 2024 budget for City Council's consideration.
Options:	Approve/Deny
Staff Recommendation:	Approve

Reviews:

Sandra E. Yudice Ph.D. Completed 03/03/2023 4:12 PM
 Finance Completed 03/03/2023 4:54 PM
 City Attorney Completed 03/06/2023 2:59 PM
 Sandra E. Yudice Ph.D. Completed 03/07/2023 10:59 AM
 Stephanie Buccione Completed 03/08/2023 4:17 PM
 Georgetown City Council Pending 03/16/2023 5:30 PM

Attachments:

1. 1 Howard Park City GCSD MOU (PDF)

STATE OF SOUTH CAROLINA)
) Memorandum of Understanding
IN THE CITY OF GEORGETOWN)
IN THE COUNTY OF GEORGETOWN)

In re Howard School Park

This Memorandum of Understanding (“MOU”) dated _____, 2023, by and between the City of Georgetown, South Carolina (the “City”) and the Georgetown County School District (“the District”), is intended to memorialize certain agreements and understandings of the parties regarding the planning, funding, construction, maintenance, and operation of a planned recreational park to be located on the District’s property in the City of Georgetown, herein collectively referred to as “Parties.”

WITNESSETH

WHEREAS, the City of Georgetown is a municipal corporation existing under the laws of the State of South Carolina, which is located in and is the county seat of Georgetown County, South Carolina; and

WHEREAS, the Georgetown County School District operates the local public school district, and owns real property and operates facilities in the City of Georgetown, including the Howard Education Center for Adult and Alternative Education (“Howard School”); and

WHEREAS, the City and the District desire to create a mutually beneficial park at Howard School to provide both greenspace and recreational facilities, to include but not be limited to basketball courts, for the use and enjoyment of the Howard School students and the city's residents and visitors, and to enhance citizens' and their children's safe, walkable access to recreational facilities in the West End neighborhood; and

WHEREAS, the City and the District wish to memorialize certain terms of their agreement, conditions precedent, and public actions regarding the development and construction of the park; and

NOW THEREFORE, in witness hereof, and for and in consideration of the exchange of mutual promises and covenants, the sufficiency of which is acknowledged by the Parties, the Parties agree to the provisions of the MOU as follows:

I. The Park

A. Property. The park is to be an outdoor park located on the premises of Howard School, located and bounded between S. Merriman Road and S. Kaminski Street, and Butts Street and Hawkins Street, in the city.

B. Concept. The working name for the proposed park is Howard School Recreational Park, or “Howard School Park” (also “the Park” in this MOU.) Conceptually, Howard School Park is depicted on Ex. A, attached to and incorporated into this MOU. The parties acknowledge Ex. A is conceptual; it is not a final engineered plan and is subject to change, potentially to include moving the basketball court or courts to the corner of the property. The proposed Park entrance is adjacent to the Howard Auditorium parking lot.

C. Uses. The parties envision a daytime-only use park, with a securable gate, with no outdoor lighting. Two primary uses are anticipated at the outset: passive greenspace, to include space for children’s play, and basketball courts. One basketball court is contemplated, but the parties would like and have not ruled out two courts: one for older teens and adults, and one for youth, for Howard School students’ use as well as public use after-school and in summertime or during school breaks.

II. Obligations and Commitments of the Parties

The parties agree each bears a different role in the park project and some obligations hereinbelow are contingent on approval and the satisfaction of funding objections by the parties’ governing bodies, both each’s own and that of the other parties, and all are subject to non-appropriation.

A. The City agrees to:

1. Co-sign and submit a joint funding request letter with the District for additional park amenities funding by Georgetown County.
2. Procure engineering, design services, and fund such costs up to **\$68,750**. Upon receipt of the final design plans, the City will share with the District and Georgetown County, which will include separate construction cost for both the basketball courts and the remaining park amenities.
3. Procure construction oversight services under the construction budget.
4. Design the new outdoor recreational facilities per Office of School Facilities (OSF) standards.
5. Pay for up to two basketball courts. Funding will be included in the FY 2024 proposed budget.
6. Provide park security utilizing the Georgetown Police Department.
7. Employ city resources and equipment to contribute to construction.

8. Employ the individual(s) who will be responsible for maintaining the park grounds and equipment.
9. Amend city ordinances and/or policy and signage as necessary to establish "Howard School Park" as a park within the City's jurisdiction.
10. On an annual basis, contribute 50% of an agreed upon amount to the Park's ongoing Operations and Maintenance, acknowledging the benefit of the Park to the citizens.
11. Enter into an Operating Agreement with the District, which will include, but not be limited to, a description of the responsibility for securing the Park and for granting access to the Park.

B. The District agrees to:

1. Co-sign and submit a joint funding request letter with the City for funding additional park amenities by Georgetown County.
2. Timely advise the City of its calendar, bell schedule, special events, and any planned summer school programs at Howard School.
3. Provide access to the school grounds to all City staff, consultants, contractors, subcontractors, and material vendors during daylight hours Monday thru Friday for the purposes of design and construction of proposed outdoor facilities.
4. Provide a staging area for contractor's material storage and laydown.
5. Provide a District staff contact name and number for the purposes of coordinating the field work activities and in the event of an emergency.
6. On an annual basis, contribute 50% of an agreed upon amount to the Park's ongoing Operations and Maintenance, acknowledging the 180-day school year and the benefit of the Park to the Howard students, and the City's provision of Park security.
7. Enter into an Operating Agreement for the Park with the City.

III. Mutual Aid; Resource Sharing and Communication

For the purposes of planning for and initially operating the Park, the City and District agree to dedicate personnel and/or elected officials to comprise a working committee. Further, the City and the District agree to dedicate resources and equipment as needed for operational implementation of this MOU.

IV. Term

This Agreement shall remain in effect until such time as a party makes written notification to terminate this agreement. A party may terminate this Agreement by providing 30 days' written notice. The Parties contemplate this Agreement will be reviewed regularly by and between the City and the District to address issues of mutual concern and the implementation and operation of this Agreement.

Further, should Georgetown County fail to appropriate sufficient resources to the Howard School Park amenities, this agreement shall be null, and the Parties will work together to create a new agreement for construction/maintenance of the basketball courts.

V. Independent Parties, Liability

- A. This Agreement shall not be construed to, in any manner, abrogate or limit the rights, powers or functions of the parties. The parties to this Agreement shall perform as independent agencies under this Agreement. Neither party, nor its employees, agents, or representatives shall be considered employees of the other party for any purpose, including, but not limited to, the application of the Social Security Services Act, the South Carolina Unemployment Compensation Act, the South Carolina Workers Compensation Act, or any claims, demands, or suits. Except to the extent specified in this Agreement, each party will retain sole and absolute discretion regarding the manner and means of carrying out its activities and responsibilities under this Agreement.
- B. Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which in any manner may result from or arise out of this agreement or the services provided hereunder. Each party shall be responsible for its own acts and/or omissions of its officers or employees.
- C. This Agreement shall not be deemed an agreement for the benefit of any third party or parties, and no third party shall have any right of action hereunder for any cause whatsoever.
- D. Consultants and contractors working for the City will name all Parties as additionally insured.

VI. Severability; Savings

If any paragraph, sentence, clause or phrase of this Agreement is for any reason invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

VII. Entire Agreement; Counterparts

This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties on this subject. Duplicates of this MOU in executed form shall function as originals.

VIII. Amendment of Agreement.

This is a nascent public project and the Parties anticipate amendment of this MOU as plans evolve. However, no amendment shall be effective except in writing.

IX. Notices.

Notices between or among the parties or contemplated under this MOU, unless expressly provided for otherwise, shall be in writing and may be delivered: (1) personally; 2) via email, delivery receipt and read receipt confirmed; or 3) by placing in the United States mail, with postage prepaid to:

City of Georgetown
 Attention: City Administrator Dr. Sandra Yúdice
 1134 N. Fraser St.
 Georgetown, SC 29440
syudice@georgetownsc.gov

Georgetown County School District
 Attention: Superintendent Keith Price
 2018 Church Street
 Georgetown, SC 29440
KPrice@gcsd.k12.sc.us

X. EFFECTIVE DATE

The Effective Date of this MOU is the date appearing at the top of page 1. If the date is not filled in, the effective date is the latter date of execution hereunder.

[END OF AGREEMENT]

City of Georgetown

BY: _____
 [print name]

in the presence of: _____
 [print name]

ITS: _____

DATE: _____

Georgetown County School District

BY: _____
[print name]

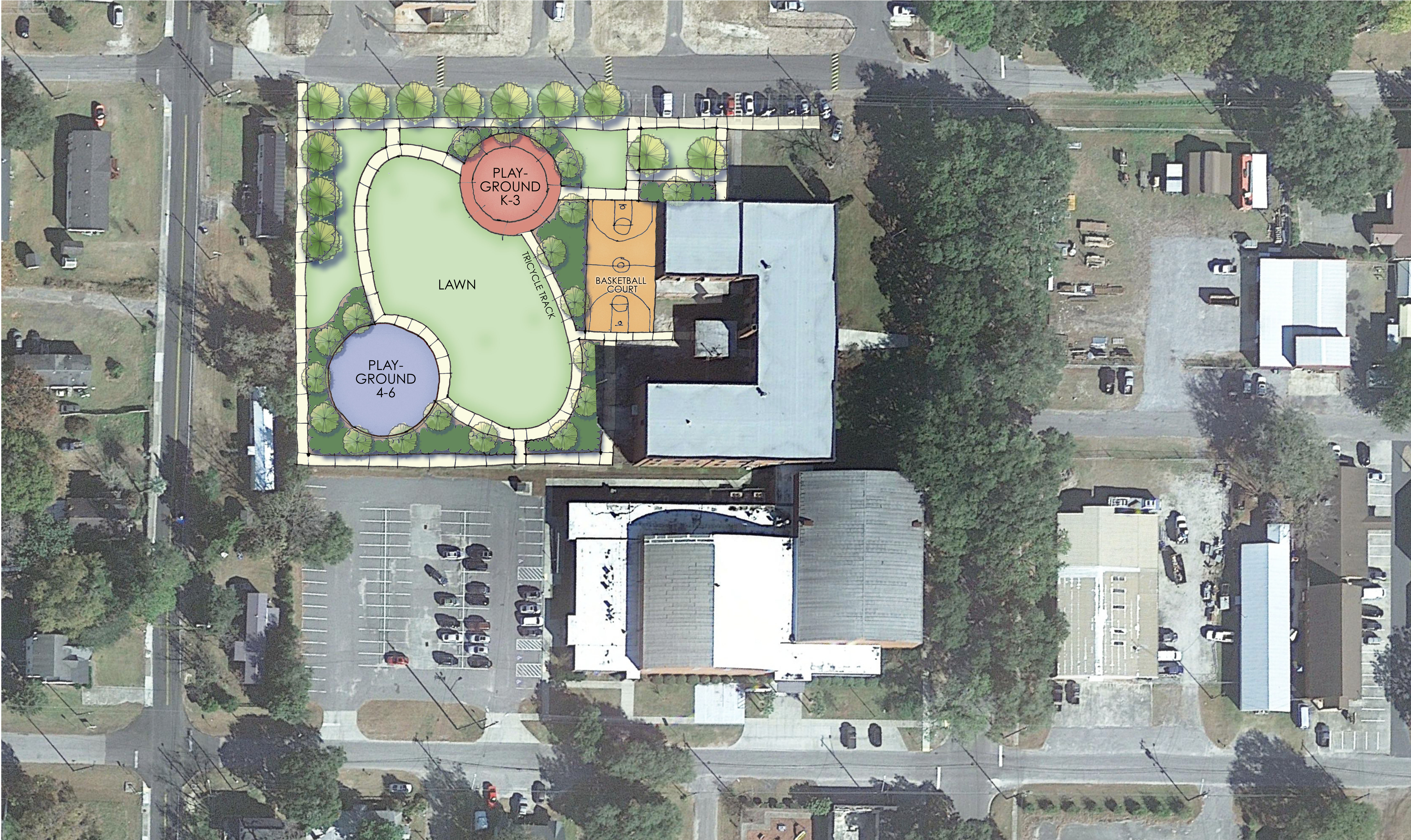
in the presence of: _____
[print name]

ITS: _____

DATE: _____

DRAFT

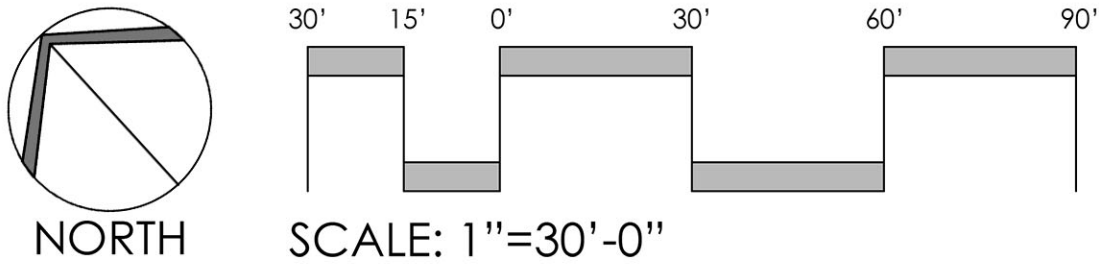
Attachment: Howard Park City GCSD MOU (3791 : Howard Park City GCSD MOU)



Note: This plan is conceptual in nature and subject to change.

Howard High School
Georgetown, SC
Conceptual
Playground Plan

Job No. 20229914.0050 | 06/30/2022



**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3794)**

Meeting: 03/16/23 05:30 PM

Department: Electric

Category: Report

Prepared By: Scott Whittier

Initiator: Scott Whittier

Sponsors:

DOC ID: 3794

Electric Department Monthly Report February 2023

MAYOR
CAROL JAYROE

CITY ADMINISTRATOR
SANDRA E. YUDICE, Ph.D.

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
JIM CLEMENTS
MAYOR PRO TEMPORE

JONATHAN ANGNER
HOBSON H. MILTON
JIMMY MORRIS
CLARENCE SMALLS
TAMIKA WILLIAMS-OBENG

Electric Utility Department
Office: (843) 545-4600
Fax: (843) 527-7591

March 6, 2023

The following is a brief summary of major activities in the Electric Utility Department for February 2023:

Peak shaving was successful for the month of February. The coincidental electrical peak load, with Santee Cooper, was correctly projected and the generation plant fully operated during that time. The peak load was at the beginning of the month and the generators only had to run a few hours during the month to be operating during the peak.

Eaton has completed the installation of the water nodes that were under warrantee. They replaced 1800 nodes. This does not cover all the water nodes that need to be replaced but covers a good portion. The remaining water nodes that need to be replaced will be budgeted over two fiscal years; 2023/2024 and 2024/2025.

In the month of February, the Electric Department addressed some of the street lighting issues in the West End district. Vegetation has been cut back in areas that impeded the lights from illuminating the road and those that were not working have been replaced.

A request for proposals for the Front Street Electric Distribution Upgrade project was advertised in December and bids were received on January 26th. The City received two bids, both exceeding what was budgeted. Staff along with the electric consultant, UTEC, is evaluating options to be able to move the project forward.

The February safety meeting was held on the 24th. The topic was "Human Performance Principles".

Other statistics of interest for February:

Electric Department Statistics (FY 2023)													
Description	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Totals
Cut-on – regular	114	209	177	145	107	138	122	134					1,146
Cut-off – regular	43	68	103	83	72	64	102	59					594
Cut-off – non-pay	131	235	126	160	150	134	215	196					1,347
Non-pay restores	112	170	88	79	104	96	138	113					900
Re-read orders (City Staff)	2,543	4,426	2,337	3,784	2924*	2670*	2316*	2,080					15,170
Re-read orders (Contractor)			1,051	1,895									
Miscellaneous order	-	2	6	5	1	3	5	2					24
Void orders	1	9	4	3	10	6	1	3					37
Total orders worked	2,942	5,101	3,884	6,148	3,368	3,099	2,897	2,581	-	-	-	-	30,020
PUPS locates	131	137	108	104	93	126	158	163					1,020
Accidents – lost time	-	-	-	-	-								-
Accidents – first aid/property damage	-	-	-	-	-								-

Notes:

*Re-read orders of staff and contractor were combined.

Drawer 939
Georgetown, SC 29442

Attachment: February23report.docx (3794 : Electric Department Monthly Report February 2023)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3800)**

Meeting: 03/16/23 05:30 PM

Department: Engineering

Category: Report

Prepared By: Orlando Arteaga

Initiator: Scott Whittier

Sponsors:

DOC ID: 3800

Engineering Monthly Report-February 2023



**City of Georgetown
Engineering Monthly Report
February 2023**

Date: March 6, 2023

PUBLIC WORKS

1. Bobby Alford Picnic Pavilion –CDBG Grant

- CDBG amount: \$458,200 through the County.
- The City is the grant sub-recipient
- Council approved conceptual plan on 8/18/22.
- A/E amendment executed on 9/6/2022.
- A/E Fee NTE: \$68,000.
- Design Notice To Proceed: 9/6/22
- Design Complete: 1/25/2023
- Request for Bid (RFB) released on: 1/30/2023
- Bids due: 3/10/2023.
- Status Comments:
 - Awaiting for bid opening.
 - Project must be closed out by November 2023, per CDBG grant admin.

2. Baruch Park Bathroom

- Council approved proposal for pre-fabricated unit on 1/19/2023 in the amount of \$79,560.79.
- Contractor: CXT
- Status Comments:
 1. Bathroom colors and finish materials selected and approved.
 2. Manufacturer must submit shop drawings for City approval.
 3. Delivery date TBD.

3. Cleland Street Parking Lot

- CDBG Grant Award Date: 12/14/2022
- CDBG Grant Amount: \$250,000
- Engineer: Hanna Engineering
- Engineering Fee: \$22,500
- Status Comments:
 1. RFP for surveying and engineering services released on 1/18/2023
 2. Engineering proposals received on 2/17/2023
 3. Engineering Notice of Award issued to Hanna Engineering on 2/23/2023.
 4. ESA Phase I report completed.
 5. Environmental review by CDBG staff ongoing.



**City of Georgetown
Engineering Monthly Report
February 2023**

6. Kick-off meeting with CDBG staff is pending.

4. Gilbert, Hawkins, and Butts Street Sidewalk Extension Program

- Award Date: 12/8/2022
- Award from Rep. Carl Andersen Amount:\$375,000
- Engineer: Cagle Engineering
- Engineering Fee: \$44,900
- Design and Permitting: 9 to 10 months
- Construction: 6 months from NTP.
- Status Comments:
 1. RFP for engineering & surveying services released on 1/18/2023
 2. Engineering proposals received on 2/15/2023
 3. Engineering Notice of Award issued to Cagle Engineering on 2/23/2023.

5. Harborwalk Deck and Pile Inspection

- RFP is pending
- Inspection to take place between April or May 2023
- Will add KHM bulkhead inspection.

WATER & WASTEWATER

1. West End District Water Main Upgrades –CDBG Grant

- CDBG grant approved on 6/23/2021.
- Grant Award: \$453,292
- Engineer: In-house
- Design work is 100% complete.
- DHEC and SCDOT permits are approved.
- Request for Bid (RFB): 8/27/2022.
- Conducted non-mandatory pre-bid conference on 9/7/22.
- Contractor: ARC, Inc.
- Notice of Award: 1/23/23
- Notice to Proceed: 3/6/2023
- Bid amount: \$1,013,380
- Status Comments:



**City of Georgetown
Engineering Monthly Report
February 2023**

1. Pre-construction meeting held on 2/16/2023.
2. Contractor is having material delivery issues. Contractor stated that all brass products are out 32 weeks for lead-time and fire hydrants and valves' lead-time is 21 weeks.

2. WTP Secondary Sedimentation Basin –EDA Grant

- EDA approved grant application on 6/7/2022. Total grant award is \$3,428,000. City's cost share is \$857,000.
- Engineer: WK Dickson
- Design Fee: \$428,000
- Design Amendment #01: \$11,652
- Design Notice to Proceed: 2/15/2021
- Bid document release date: 11/1/22.
- Pre-Bid conference: 11/15/22.
- Bid Opening Date: 12/13/22 @ 2 PM.
- Status Comments:
 1. Five bids were presented on 12/13/22. One bid deemed non-responsive.
 2. All Bids have been canceled at this time.
 3. WK Dickson is preparing re-bid documents. The anticipated re-bid release date is 3/22/2023.
 4. Design amendment #01 for re-bid drawings and value engineering in the amount of \$11,652 is approved.

3. SCDOT Black River Road Widening Project- Water and Sewer Relocations

- RFP for surveying and engineering services released on 2/15/2023.
- Engineering proposals are due on 3/15/2023.
- Utility relocation plans are due to SCDOT by the spring of 2024.

4. Maryville Water Distribution Improvements-Phase I (ARPA)

- RFP for surveying and engineering services released on 2/8/ 2023.
- Engineering proposals are due on 3/8/2023.



**City of Georgetown
Engineering Monthly Report
February 2023**

5. Sanitary Sewer Line and Manhole Inspections and Repairs-S. Fraser St. (ARPA)

- Released RFP for CCTV Inspection and Engineering on January 25, 2023.
- Engineering Proposals received on 2/ 22/2023.
- Notice of Intent to Award issued to Weston and Sampson Inc.

6. WWTP SCADA Upgrades

- Vendor: Aqua Aerobics
- P.O. Amount: \$184,000
- Start Date: July 2023 (Tentative)
- Finish Date: December 2023 (Tentative)

STORMWATER

1. Historic District Stormwater System Improvements-EDA Grant

- This project is 80% funded by EDA and the 20% match is funded by the county.
- Consultant: WK Dickson
- Fee: \$567,200
- Design Notice to Proceed: 1/11/22.
- Design Amendment No. 01:\$15,450
- Design Amendment No. 02: \$11,164
- Design Amendment No. 03: \$31,341
- Status Comments:
 1. Design is 100% complete.
 2. SCDOT permit approval is pending.
 3. DHEC storm water permit approval is pending.
 4. All four easements are now complete and recorded at the ROD.
 5. EDA Site Certificate submitted to EDA for approval on 2/9/2023.
 6. Bid documents submitted to EDA for approval on 2/14/2023.



**City of Georgetown
Engineering Monthly Report
February 2023**

**CONSTRUCTION
WASTEWATER**

1. Maryville School Lift Station Replacement-RIA Grant

- RIA grant amount: \$403,178
- Engineer: The Wooten Company
- Contractor: MB Kahn Construction, Co.
- Bid: \$927,729
- Notice to Proceed dated 4/7/2022.
- Project Start Date: 9/6/22
- Change orders:
 - CO #1- Extension of Time until June 2023. No added cost. Approved.
 - CO #2-Partial demolition and removal of old underground structure: \$44,225- Approved.
 - CO #3-Modification of wetwell hatch: \$811-Approved.
 - CO #4- Generator Pad Modifications: \$5,517- Approved.
 - CO #5- Influent Line Relocation: \$7,379- Approved.
- Status Comments:
 1. Electrical sub resumed work in February.
 2. Pump control panel delivery delayed until late March 2023.
 3. Standby generator is scheduled to arrive in June 2023.

2. Sewer Pump Station Generators-FEMA Grant

- FEMA grant amount:\$160,665.75
- Contractor: Melton Electric.
- Bid Amount: \$215,862
- Notice of Award:7/26/2022
- Pre-Construction Meeting: 11/16/22.
- Project Start date: January 2024 (Anticipated)
- Status Comments: No updates



**City of Georgetown
Engineering Monthly Report
February 2023**

3. Historic District Sewer Line Repairs: King Street-ARPA Grant

- Request for Bid (RFB): 7/20/22.
- Bid Amount: \$395,661.
- Contractor: Green Wave Contracting Inc.
- Notice of Award: 9/19/22.
- Pre-Construction Conference: 12/13/22
- Construction Start: TBD
- Status Comments:
 1. Traffic control plan approved by SCDOT on 3/2/2023.
 2. Contractor intends to mobilize in March 2023.

PUBLIC WORKS

1. Gilbert Street Sidewalk. –CTC Grant funds

- Grant amount: \$124,608.
- Request for Bids (RFB): 7/27/22.
- Bid Amount: \$74,600
- Change Order #01:
- Contractor: Green Wave Contracting, Inc.
- Notice of Award: 9/19/22
- Pre-Construction Conference: 10/17/22
- Construction Start: 11/7/22.
- Construction Finish: 2/28/23
- Status Comments:
 1. Final inspection held with contractor, City, and SCDOT representatives on 2/9/23.



**City of Georgetown
Engineering Monthly Report
February 2023**

CITY HALL

- Council authorized staff to proceed with the following work: surveying, site remediation, hiring project manager, and soil borings during the regular meeting on January 19, 2023 after executive session.
- Surveying at PWs laydown yard scheduled for Week of March 6. 2023.
- Site remediation at PWs laydown yard scheduled for month of May or June 2023.
- Need new survey for new Duke Street laydown yard. Work scheduled in March 2023. RFP for surveying is being prepared.
- Need tree clearing and grubbing at new Duke Street laydown yard. Work scheduled for month of April or May 2023. RFP is in the works.
- RFQ for Project Manager Services planned release date is 3/15/2023.

SCDOT ENCROACHMENT PERMITS PROCESSED:

Filed one encroachment permit this month.

OTHER ACTIVITIES:

1. Prepared review comments for Winyah Dental revised site plans.
2. Received Georgetown Fishing Village revised site plans.
3. Received S. Island Landing Development Phase I, 2, and 3 revised site plans.

Prepared by: Orlando Arteaga, P.E., City Engineer

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3799)**

Meeting: 03/16/23 05:30 PM

Department: Fire Department

Category: Report

Prepared By: Amy Skidmore

Initiator: Charles W. Cribb

Sponsors:

DOC ID: 3799

February 2023 Fire Report

The **FIRE** Report

A monthly report of Fire Department activities to City Council

March
2023



Fire Prevention Bureau

2023

February

Inspections	37
Violations Found	10
Buildings without Violations	29
Buildings Cleared of Violations	3
Violations Corrected	5
Violations Not Corrected	7
3rd Party Inspection Review	2
Assemblies Inspected:	13
Business Inspected:	6
Educational Buildings Inspected:	0
Factories Inspected:	2
Mobile Food Trucks	0
Hazardous Buildings Inspected	0
Institutional Inspected:	7
Mercantile Inspected:	0
Residential Inspected:	6
Storage Buildings Inspected:	3
Construction Meetings:	3
Plans Review:	3
Test Conducted:	2
Compliance Issues:	0
Complaints Reviewed:	0
Business License:	1
Citation Issued:	0

Public Education

Programs	3
Participants	6752

Suppression Division

A Brief Look at Emergency Responses

February 2023

- Two Medical Calls; Two MVA's; One False Call; One Public Service
- Eight Medical Calls; Public Service
- Nine Medical Calls; One Smoke Scare
- One Medical Call
- Eight Medical Calls
- Seven Medical Calls; One Structure Fire; One Alarm Activation; One Alarm System Malfunction; One MVA; One False Alarm
- Two Medical Calls; One False Alarm; Four Public Service Calls
- Five Medical Calls; Two Public Service Calls
- Four Medical Calls; One Public Service Call
- Five Medical Calls; One Public Service Call
- Two Medical Calls; One Gas Spill; Two Police Matters Call
- Four Medical Calls; One False Call; One Public Service
- Five Medical Calls
- Six Medical Calls
- Three Medical Calls
- Six Medical Calls; One MVA; One Alarm Activation; Two Public Service Calls
- Four Medical Calls; Two MVA's; One Public Service
- Four Medical Calls; One Alarm Activation; Two Public Service Calls
- Two Medical Calls; One Structure Fire; One Brush Fire
- Four Medical Calls; One MVA; One Public Service Call
- Fourteen Medical Calls; One MVA; One False Alarm; Three Public Service Calls
- Seven Medical Calls; One Electrical Issue; One Unauthorized Burn; Three Public Service Calls
- Seven Medical Calls; Three MVA's; One Alarm Activation
- Three Medical Calls; One Detector Activation
- Six Medical Calls; One MVA; One Police Matter
- Three Medical Calls; One Police Matter
- Seven Medical Calls
- Six Medical Calls

Attachment: February 2023 Fire Report (3799 : February 2023 Fire Report)



Total Call Volume	February		Year to Date	
	2023	2022	2023	2022
As defined by the National Fire Incident Report System				
Fires	3	2	11	7
Rescue Calls/EMS	156	158	357	341
Hazardous Conditions	2	3	4	13
Service Calls	31	34	59	69
Good Intent Calls	10	13	31	34
False Alarms	9	8	29	23
Weather/Flood	0	0	0	0
Special Incident Type	0	1	1	1
Total Calls	211	219	492	488

Save/Loss Analysis

	Losses	Property Values
February 2023	\$ 19,000	\$ 162,000
February 2022	\$ 1,100	\$ 1,100
Year to Date	\$ 33,002	\$ 295,400

Property values are estimates based on the Georgetown County Assessor's Office 2020 Market Values.

Mutual Aid Calls

	February	YTD
To Georgetown County Fire	0	2
To Midway Fire	0	0
To other Departments	0	0
From Georgetown County Fire	0	0
From Midway	3	4
From other Departments	0	0

	February	YTD
Staff Training Hours	723.50	1448.50

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3805)**

Meeting: 03/16/23 05:30 PM

Department: Fleet Services

Category: Report

Prepared By: Natrona Simmons

Initiator: Isaac Williams

Sponsors:

DOC ID: 3805

February 2023 Fleet Service Report

FLEET SERVICES MONTHLY REPORT (FY 22-23)

Task	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Repairs	67	96	68	78	55	65	58	62				
Preventative Maintenance	15	38	16	13	11	17	14	16				
Tires repaired or Replaced	32	24	37	34	28	15	24	29				
Services Past Due	-	-										
Monthly Totals	114	158	121	125	94	97	96	107	-	-	-	-

Cummulative
549
140
223
-
912

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3797)**

Meeting: 03/16/23 05:30 PM
Department: Police Department
Category: Report
Prepared By: Tenetra Sellers
Initiator: William Pierce
Sponsors:
DOC ID: 3797

GPD - Monthly Report Februry

MAYOR
CAROL JAYROE

CITY ADMINISTRATOR
SANDRA E. YUDICE, Ph.D.

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
JIM CLEMENTS
MAYOR PRO TEMPORE

JONATHAN ANGNER
HOBSON H. MILTON
JIMMY MORRIS
CLARENCE SMALLS
TAMIKA WILLIAMS-OBENG

Georgetown Police Department
William Pierce, Jr, Chief of Police
Office: (843) 545-4300
Fax: (843) 520-5848

March 3, 2023

Honorable Mayor Carol Jayroe
And Members of City Council
City of Georgetown, South Carolina

Dear Mayor Carol Jayroe and Council Members:

Our generator switch gear project has been completed. The new components have been installed, tested, and are operating as expected.

On February 6th Mike Nelson was hired to fill the school resource officer position at Howard alternative school. Mike Nelson is a veteran officer coming to us from the GCSO. Once he completes orientation and field training, he will assume his new role at Howard.

February 27th was our victim's advocates last day. Taneya Chandler tendered her resignation to accept a job with the school district. She will be missed.

Courtney Jackson and John Rottenkolber have completed their initial four weeks of remote training as prescribed through the SC Criminal Justice Academy. On March 1st both successfully passed cumulative written and physical agility testing at the SCCJA in Columbia and are scheduled to begin 8-weeks of basic training in April.

We have been meeting with Friendship Place and other organizers in preparation for the Bridge-2-Bridge half-marathon scheduled for March 25th. Logistically, this is an "all hands on deck" event and will require additional support from the GCSO.

We have partnered with First Baptist Church to co-host a community Easter egg "EGGstravaganza" April 1st from 1000-1200 at East Bay Park.

We are meeting with a new vendor concerning total replacement of in-car and body-worn camera technology to replace our current vendor WatchGuard. This is necessary because WatchGuard has been purchased by Motorola. Motorola has made all new equipment proprietary, meaning our current equipment (including the software and server used to manage this technology) is at end of life. LensLock offers cloud-based technology, benefits, and incentives that are unmatched by Motorola. Additionally, the total 5-year cost of LensLock versus a comparable package from Motorola will save the City of Georgetown \$98,202.00. More information will be presented at the annual budget retreat.

Sincerely,

William Pierce,
Chief of Police

Drawer 939
Georgetown, SC 29442

Attachment: Monthly Report Feb23 (3797 : GPD - Monthly Report February)

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December	Total
Calls for Service	1430	1193											2623
Incident Reports	187	161											348
Arrest	42	40											82
Traffic Accidents													
Responded To	54	54											108
TR310s completed	41	32											73
Uniform Traffic Ticket	200	141											341
Male	116	78											194
Female	84	63											147
Caucasian	97	71											168
African American	36	17											53
Hispanic	17	19											36
Other	50	34											84
Warning/Public Contact	300	198											498
Male	167	102											269
Female	133	90											223
Caucasian	166	122											288
African American	120	21											141
Hispanic	12	4											16
Other	2	51											53
Property Check	2428	1783											4211
Signal 99	69	109											178
Overdose	2	1											3
Non-death	1	1											2
Death	1	0											1
Narcan by GPD	0	0											0
Parking Tickets	59	42											101
Derelict Vehicles	2	0											2
Follow Up	0	0											0
Removed	0	0											0
Ticket Issued	0	0											0
Corrected	0	0											0

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3802)**

Meeting: 03/16/23 05:30 PM

Department: Administration

Category: Report

Prepared By: Ieshia Tucker

Initiator: Ieshia Tucker

Sponsors:

DOC ID: 3802

Human Resources/ Risk Management Monthly Report

MAYOR
CAROL JAYROE

CITY ADMINISTRATOR
SANDRA E. YUDICE, Ph.D.

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
JIM CLEMENTS
MAYOR PRO TEMPORE

JONATHAN ANGNER
HOBSON H. MILTON
JIMMY MORRIS
CLARENCE SMALLS
TAMIKA WILLIAMS-OBENG

Administration
Human Resources & Risk Management
Ieshia Tucker, Director
Office: (843) 545-4001
Fax: (843) 527-6173

February 2023 Human Resources / Risk Management Monthly Report

New Hires:

Department	Employee Name	Position
Police Department	Nelson Michael	Police Officer III-SRO

Separations:

Department	Employee Name	Position
Police Department	Chandler, Taneya	Victims Advocate
Water Utilities	Gunter Jr, William D.	Water Utilities Manager
Public Works	Moore, Jason	Solid Waste General Laborer
Building & Zoning	Murray, Margaret	Zoning Administrator/ Planner
Wastewater Collections	Smith, Levi C Jr,	Wastewater/ Storm Water Mechanic I

Promotions:

Department	Employee Name	Position
Police Department	Sauthoff, Cory	Police Officer II
Police Department	Jacoby, Matthew	Police Officer II

Positions Opened in February:

Department	Job Title
Finance	Accounting Manager
Building & Planning	Zoning Administrator/ Planner
Police	Victims Advocate
Water Distribution	Water Distribution Supervisor
Wastewater Collections	Wastewater System Operator I

Open Until Filled Positions:

Department	Job Title	Date Position Opened
Water Filtration	Water Treatment Plant Supervisor (1)	July, 31, 2022
Water Utilities	Water Distribution Mechanic I or II (2)	May 19, 2021
Water Utilities	Waste Water Treatment Plant Operator I or II (1)	September 16, 2020
Police Department	Police Officer	August 23, 2022

Drawer 939
Georgetown, SC 29442

Attachment: February 2023 Human Resources-Risk Management Report (3802 : Human Resources/ Risk Management Monthly Report)

Fire Department	Firefighter	August 23, 2022
Fire Department	Firefighter EMT	August 23, 2022

Risk Management

Department	SCMIT/SCMIRF	Loss Description
Public Works	SCMIT – 0 SCMIRF – 0	-
Water Utility	SCMIT – 0 SCMIRF – 0	-
Electric Utility	SCMIT – 0 SCMIRF – 0	-
Fleet	SCMIT – 0 SCMIRF – 0	-
Finance	SCMIT-0 SMIRF-0	-
Fire	SCMIT – 0 SCMIRF – 0	-
Administration	SCMIT – 0 SCMIRF – 0	-
Engineering	SCMIT – 0 SCMIRF – 0	-
Municipal Court	SCMIT – 0 SCMIRF – 0	-
Planning & Community Development	SCMIT – 0 SCMIRF – 0	-
Police Department	SCMIT – 1 SCMIRF – 0	Officer injured while assisting with arresting a suspect

Safety Committee Meeting: Meeting was held February 25, 2023

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3798)**

Meeting: 03/16/23 05:30 PM

Department: Municipal Court

Category: Report

Prepared By: Cindy Owens

Initiator: Cindy Owens

Sponsors:

DOC ID: 3798

February 2023 Municipal Court Report

Municipal Court Monthly Report (Fiscal Year 2023)

Cases Disposed	July		August		September		October		November		December	
	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts
Paid	21	\$ 4,433.00	20	\$ 3,795.00	28	\$ 5,855.00	38	\$ 7,164.00	39	\$ 6,503.23	62	\$ 10,667.75
Served Time	8	\$ 9,530.00	12	\$ 14,877.50	7	\$ 8,235.00	8	\$ 10,957.50	14	\$ 23,317.50	16	\$ 12,882.50
Scheduled Time Payment	13	\$ 4,011.89	24	\$ 11,809.78	15	\$ 4,839.52	16	\$ 7,507.32	8	\$ 4,947.47	13	\$ 4,481.38
NRVC	5	\$ 1,577.50	13	\$ 3,870.00	9	\$ 2,257.50	9	\$ 3,452.00	19	\$ 7,454.00	19	\$ 3,977.50
Tried in Absence	24	\$ 13,967.50	9	\$ 5,153.34	20	\$ 11,333.50	9	\$ 7,270.00	8	\$ 10,535.00	5	\$ 4,360.00
Parking Tickets Paid	34	\$ 460.00	43	\$ 1,255.00	14	\$ 245.00	22	\$ 340.00	37	\$ 540.00	43	\$ 825.00
Nolle Prosequi/Dismissed/Not Guilty	27		53		43		45		41		80	
Transferred to General Sessions Court	18		25		31		35		21		41	
Voided	10		3		5		3		5		5	
Fine Suspended	1	\$ 1,087.50							1	\$ 1,087.50		
Total	161	\$ 35,067.39	202	\$ 40,760.62	172	\$ 32,765.52	185	\$ 36,690.82	193	\$ 54,384.70	284	\$ 37,194.13

Cases Disposed	January		February		March		April		May		June	
	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts	# of Cases Disposed	Fine Amounts
Paid	91	\$ 17,404.00	53	\$ 8,121.50								
Served Time	7	\$ 5,435.00	13	\$ 8,302.50								
Scheduled Time Payment	21	\$ 8,192.87	15	\$ 6,990.98								
NRVC	22	\$ 4,538.75	5	\$ 617.00								
Tried in Absence	12	\$ 9,916.25	16	\$ 7,395.50								
Parking Tickets Paid	33	\$ 620.00	46	\$ 735.00								
Nolle Prosequi/Dismissed/Not Guilty	110		64									
Transferred to General Sessions Court	14		25									
Voided	5		5									
Fine Suspended			1	\$ 465.00								
Total	315	\$ 46,106.87	243	\$ 32,627.48	0	\$ -	0	\$ -	0	\$ -	0	\$ -

Cases Disposed	Cummulative Totals	
	# of Cases Disposed	Fine Amounts
Paid	352	\$ 63,943.48
Served Time	85	\$ 93,537.50
Scheduled Time Payment	125	\$ 52,781.21
NRVC	101	\$ 27,744.25
Tried in Absence	103	\$ 69,931.09
Parking Tickets Paid	272	\$ 5,020.00
Nolle Prosequi/Dismissed/Not Guilty	463	\$ -
Transferred to General Sessions Court	210	\$ -
Voided	41	\$ -
Fine Suspended	3	\$ 2,640.00
Total	1755	\$ 315,597.53

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3788)**

Meeting: 03/16/23 05:30 PM

Department: Planning and Community Development

Category: Report

Prepared By: Debra Grant

Initiator: Debra Grant

Sponsors:

DOC ID: 3788

Housing & Community Development

**Planning & Community Development
Monthly Report (2023)**

Boards and Commissions Applications Heard													
Boards & Commissions	January	February	March	April	May	June	July	August	September	October	November	December	Total
Architectural Review Board	1	1											2
Board of Zoning Appeals	1	1											2
Planning Commission	0	0											0
Community Appearance Board	1	1											2
Construction Board of Appeals	0	0											0
Totals	3	3	0	0	0	0	0	0	0	0	0	0	6

Number of Inspections													
Inspection Type	January	February	March	April	May	June	July	August	September	October	November	December	Total
Certificates of Occupancy Issued	3	3											6
Stop Work	3	4											7
Inspections	129	123											252
Technical Review Committee	0	0											0
Plan Review & Sign	1	0											1
Business Licenses	3	3											6
Totals	139	133	0	0	0	0	0	0	0	0	0	0	272

Code Enforcement													
Enforcement	January	February	March	April	May	June	July	August	September	October	November	December	Total
Calls/Complaints	25	19											44
Site Vists	95	68											163
Courtesy Notices sent/In person notice	66	45											111
Sign Violations	16	8											24
Other Issues Addressed and Meetings	6	17											23
Totals	208	157	0	0	0	0	0	0	0	0	0	0	365

FRIENDS OF THE KAMINSKI HOUSE REPORT – February 2023

The Kaminski House remains currently for house tours due to the installation of the new climate control system. It is hoped that we will be able to reopen in March, but as of this writing we do not have a specific date. The museum shop remains open and saw a 3% increase in visitors from last year. Year to date, visitors have come from 48 different states and 14 different countries.

Volunteers and staff are working inside the house monitoring the condition of the house and collections during the construction process. Volunteers put in a total of 113 hours of work in February.



As of this writing, most of the old duct work has been removed from the Kaminski House and new ducts have been installed in most of the areas. The majority of the work in the basement has been completed, but work continues in the attic to install the ductwork that will go to the second-floor bedrooms.

In addition to the HVAC work, the basement crawlspaces have been encapsulated and new electrical lines have been installed.

Kaminski House Basement - insulation being cut for new duct work.



Work is just starting on the restoration of parts of the house interior that will repair some of the damage caused by excessive moisture from the old HVAC system.

Staff and volunteers have been working hard on plans for upcoming public programs. Plans are in the works for the Easter Egg Hunt on April 8th, as well as our upcoming concerts. The event committee has started to work on plans for the fall season as well.

Staff and volunteers have also been busy working inside the Kaminski House to catalog previously uncatalogued items and add them to the museum's extensive collections database.

Talks continue with various experts to make needed repairs to the roof and brickwork. It is hoped that most of this work will be completed in the next few months.

Kaminski House Third Floor - When the floorboards were pulled up, the old insulation became visible. An old duct can be seen in the middle of the photo.

Robin Gabriel

Executive Director

February 2023 Report- Margaret Murray

4 ARB (Architectural Review Board) Applications

Three Staff Level Approval

One Board Approval Required- continued to the March meeting

5 for the March Meeting

One CAB (Community Appearance Board) Applications submitted

One Building addition

One sign permit

One BZA (Board of Zoning Appeals) Application

Wet Flood Proofing Variance for the Bobby Alford Pavilion

Two PC (Planning Commission) Application Submitted- For the March Planning Commission

Seven plat reviews

One lot consolidation

Three parcel plat review

Two subdivision plats

One lot consolidation

Four existing plat reviewed

Attended City Community Meeting

GIS Map Updates

Utility Maps for City Engineer

Two Technical Review Meeting

4 Sign Permits Approved

7 Temporary Sign Permits Issues

Updated to the City's Flood Damage Prevention Ordinance

One readdress notification sent to the County

FOIA Information provided for the Richmond PD

One Zoning Determination Letter

Spreadsheet created for Cravens grant showing lot number, TMS, and street address for the HOA

Map with Addresses of South Island Plantation Created for the HOA

Meeting with the WRCOG

Meetings with citizens to go over allowable used on their property

Answered general calls from citizens regarding zoning of property

Main Street Monthly Update February 2023

Addressed the Leadership Georgetown class at the request of the Chamber of Commerce

Budget meeting with Debra Grant

Call with the CEO of the Waccamaw Market Cooperative about expanding and potentially relocating our Farmers Market

Attended the February Keep Georgetown Beautiful meeting

Meeting with the Finance Director about DMO, TAG and A/H-TAX, Main Street will take over the administration of these initiatives from Finance

Took over the Special Events permitting process

Attended the Technical Review meeting for the Cannon St. property

Meeting with representatives from The Growers Market, Waccamaw Market Cooperative and the mayor about expanding and relocating the Farmers Market

Planned and organized the Pre-Construction meeting with Foundation Forward for the Charters of Freedom

Coordinated an April visit with the SC Department of Commerce with multiple elected officials and city leaders

Planned a ceremonial groundbreaking for the Charters of Freedom monument

Attended and participated in the Willowbank/County Club Estates Community Meeting

Hosted a representative from The Retail Coach through MASC in Georgetown for a day long analysis of business recruitment opportunity in the city

At the request of the SC Department of Commerce and the Georgetown County School District, helped organize a job shadowing day with Front St. merchants for our high school students

Hosted the first Historic District Business Owners meeting at the Winyah Auditorium

Attended the February marketing meeting with the GBA and Three Ring Focus

Participated in a city staff meeting with Frontier for fiber optic expansion in the city

Planned and participated in the first Arts Council board meeting

Meeting with Public Works and KGB about wayfinding signage and special events

Toured The George Hotel with council members and staff

Attended the three day Governors Conference on Travel and Tourism in Kiawah Island, SC

Walked Front and side streets in the Business District with Laurie Cipolla to update kiosk signage

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3806)**

Meeting: 03/16/23 05:30 PM

Department: Public Works

Category: Report

Prepared By: Natrona Simmons

Initiator: Scott Whittier

Sponsors:

DOC ID: 3806

February 2023 Public Works Department Report

PUBLIC WORKS MONTHLY REPORT (FY 2022-2023)

Division	Task	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Cummulative
Curbside Debris	Yard Waste: Leaves, Grass & Straw collected	60	93	57	240	130	81	77	80					817
Curbside Debris	Brown & White Goods collected (Net Tons)	161	189	165	152	119	147	167	211					1,312
Garbage Collections	Residential Solid Waste Collection (Net Tons)	291	331	291	330	313	330	330	287					2,504
Recycle Collections	Recyclables Collected (Net Tons)	12	10	10	10	12	11	14	10					89
	Monthly Totals (Net Tons)	525	623	523	732	574	569	588	588	-	-	-	-	4,722

PUBLIC WORKS MONTHLY WORK ORDERS REPORT (FY 2022-2023)

Division	Task	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Cummulative
Solid Waste Maintenance	# of work orders requests completed for roll-out cart repairs, new roll out cart deliveries, and/or replacements and recycle bins	8	27	13	23	14	19	28	23					155
Streets/Curbside Crews	Work Order requests/assignments completed for repairs or installations of residential street signs, curbside debris collections, pot holes and sidewalks, park maintenance	21	32	41	32	2	4	15	28					175
	Monthly Work Orders Totals	29	59	54	55	16	23	43	51	-	-	-	-	330
Grounds Maintenance	Assigned areas consists of grass cutting, park and sidewalk maintenance, litter, curbside and garbage collections.													

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3793)**

Meeting: 03/16/23 05:30 PM

Department: Water Utilities

Category: Report

Prepared By: Scott Whittier

Initiator: Scott Whittier

Sponsors:

DOC ID: 3793

February 2023 Water Utilities Report

DRAINAGE SYSTEM INSPECTION AND MAINTENANCE LOG

ADDRESS OF INSPECTION	DATE	INSPECTED BY	PROBLEMS OBSERVED	ASSIGNED TO	ACTION TAKEN	PIPE SIZE	CLEANING FOOTAGE	COMPLETED DATE
North Congdon st and Church st	2/2/23	Roger Shull	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/2/2023
North Merriman Rd and Timrod st	2/2/23	Roger Shull	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/2/2023
310 Dekalb st	2/2/23	Roger Shull	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/2/2023
918 North Merriman Rd	2/2/23	Roger Shull	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/3/2023
Emanuel st and South Hazard st	2/3/23	Roger Shull	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/6/2023
Kaminski st and Hawkins st	2/6/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/6/2023
Gilbert st and South Congdon st	2/6/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/6/2023
1907 Loblolly st	2/7/23	Roger Shull	Ditch need cleaning	Stormwater	Clean ditch			2/7/2023
203 Front st	2/7/23	Roger Shull	Catch basin and line need cleaning	Stormwater	Clean drainage line	12"		2/7/2023
North Merriman Rd and Timrod st	2/8/23	Roger Shull	Catch basin and line need cleaning	Stormwater	Clean drainage line	18"		2/8/2023
Emanuel st and South Congdon st	2/8/23	Roger Shull	Catch basin and line need cleaning	Stormwater	Clean drainage line	15"		2/8/2023
Dekalb st and Highmarket st	2/9/23	Roger Shull	Catch basin and line need cleaning	Stormwater	Clean drainage line	15"		2/9/2023
South Island Rd and Lakeside Dr	2/9/23	Roger Shull	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/9/2023
1039 Oakley st	2/10/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/10/2023
Oak st and Wilkinson st	2/10/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/10/2023
Beck st and South Island Rd	2/10/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/10/2023
2317 Beck st	2/10/23	Daniel & John	Drainage pipe clog with debris	Stormwater	Remove debris			2/10/2023
308 Park st	2/10/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/10/2023
Wood st and Duke st	2/14/23	Daniel	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/14/2023
East Bay st and Prince st	2/14/23	Daniel	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/14/2023
720 Willowbank Rd	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
Palmetto st and Willowbank Rd	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
Prince st and Seaboard st	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
Dusenberry st and Winyah st	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
A ave and Winyah st	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
B st and Front st	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
Kaminski st and Front st	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
Butts st and Kaminski st	2/15/23	Daniel & John	Debris on catch basin grate / in CB box	Stormwater	Remove debris			2/15/2023
2202 South Island Rd	2/22/23	Roger Shull	Drainage pipe clog with debris	Stormwater	Remove debris			2/22/2023
704 Huger st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
Landgrave st and Huger st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
Horry st and Landgrave st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023

1117 Grimes st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
North Alex Alford Dr and Duke st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
2004 Duke st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
Lafayette st and Duke st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
Dekalb st and Duke st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
Sorrel st and Church st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
320 Stevenson st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
2802 Farrelly st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
2803 Farrelly st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
2413 Prince st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
2412 Prince st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
A ave and Winyah st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
Emanuel st and D st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
E st and Gilbert st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023
Oak st and Harrelson st	2/27/23	Daniel & John	Catch basin lid gutter need cleaning	Stormwater	Clean CB gutter			2/27/2023

WATER - WASTEWATER - STORMWATER UTILITY REPORT (FY 2023)

Description of Work Performed	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Cumulative
Water Treatment Plant (WTP)													
Filtered Water Total (MG)	31.649	30.890	29.822	29.557	26.944	31.701	29.558	24.533					234.654
Average Daily Flow Finished Water (MGD)	1.021	0.996	0.994	0.953	0.898	1.023	0.953	0.876					7.714
King Well (MG)	6.505	6.734	6.256	6.749	6.260	6.851	6.463	5.832					51.65
Maryville Well (MG)	7.472	7.455	7.057	7.362	7.161	7.914	7.517	6.472					58.41

Wastewater Treatment Plant (WWTP)

Influent Flow Total (MG)	95.496	97.347	101.359	107.097	89.125	93.496	98.882	133.574					816.376
Average Daily Influent Flow (MGD)	3.081	3.140	3.379	3.455	2.971	3.016	3.190	4.771					27.003
Effluent Flow Total (MG)	74.918	90.397	97.207	99.065	86.630	84.880	91.613	133.576					758.286
Average Daily Effluent Flow (MGD)	2.417	2.916	3.240	3.196	2.888	2.738	2.955	4.771					25.121
Rainfall Total (Inches)	6.260	5.020	7.260	1.320	3.030	1.140	3.960	4.470					32.460

Water Distribution

Work Orders Completed	62	64	86	73	68	93	72	72					590
Water Leak Repairs	19	20	9	24	20	55	40	25					212
Water Meter Replacements	1	3	2	4	5	3	3	7					28
Locates Completed	131	136	107	104	92	124	158	138					990

Wastewater Collection

Work Orders Completed	40	37	45	39	41	49	48	76					375
Backup Responses	17	16	12	19	17	24	28	29					162
Locates Completed	131	136	107	104	92	124	158	138					990
Routine Line Cleaning													0

Maintenance

Work Orders Completed	28	31	40	24	32	21	27	37					240
Work Orders on Pump Stations Completed	0	0	1	0	0	5	2	6					14
Work Orders for the WWTP Completed	7	10	11	2	11	5	8	9					63
Work Orders for the WTP Completed	0	3	8	6	0	0	3	3					23

Stormwater

Work Orders Completed	3	7	3	7	1	1	1	3					26
Locates Completed	131	136	107	104	92	124	158	138					990

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 3792)**

Meeting: 03/16/23 05:30 PM

Department: Finance

Category: Report

Prepared By: Kathy Vermeland

Initiator: Kathy Vermeland

Sponsors:

DOC ID: 3792

February 2023 Finance and IT Monthly Report

CURRENT PROJECT LISTING REPORT

FOR THE PERIOD ENDING 2.28.2023

PROJ #	PO #	PROJECT NAME - DESC/COMMENTS	NOTES FROM ENGINEERS MONTHLY REPORT DATED 2.06.2023	Vendor	Cost	% complete
2001	TBD	Wi-Fi in Public Parks - State CDBG Cares Act Funding - CDBG-CV1-022 - RFQ issued 8.03.2022 with a due date of 8.31.2022 - quotes received 9.21.2022 - per WRCOG 2.03.2023, project must be Re-Bid		TBD		
1220	TBD	Public Works Office Building Improvements - The city is looking at other site options at this time.		TBD		
1222	2023.087	East Bay Park Bobby Alford Pavilion - CDBG Project #CV1-019 - A/E Services - PO issued 9.08.2022		ROSENBLUM COE	68,000.00	0.52
1222	TBD	East Bay Park Bobby Alford Pavilion - CDBG Project #CV1-019 - RFB issued 1.30.23 with a due date of 3.10.2023		TBD		
1230	2023.068	East Bay Park Boat Landing Repairs - SCPARD GRANT #2022020 - PO issued 8.26.2022 with anticipated completion date of 1.30.2023		ASSOCIATES ROOFING & CONSTRUCTION (ARC)	48,759.00	0.84
1235	2023.103	Gilbert Street Sidewalk Installation Project - Bids received 8.24.2022 - County Transportation Committee (CTC) Grant Related - approved by council 9.15.2022	Final walk thru inspection scheduled for 2/9/23.	Green Wave Contracting Inc	74,600.00	0.74
1236	TBD	Gilbert, Hawkins, and Butts Street Sidewalk Extension Program - RFP for engineering services issued 1.18.2023		Cagle Consulting Engineers, LLC		
1515	2023.078	West End District Water Main Improvements - drafting and engineering support	Will schedule pre-construction conference this month	Rowe	24,860.00	0.57
1515	2023.18	West End District Water Main Improvements - Construction - PO issued 2.02.2023		ARC Inc.	1,013,380.00	0.00
1606	2023.080	WTP Secondary Sedimentation Basin - Engineering Services - EDA Grant #04-79-07777		WK Dickson	428,000.00	0.68
1606	TBD	WTP Secondary Sedimentation Basin/WTP FLOC/SED Basin No. 2 - RFB issued 11.01.2022 has been cancelled effective 1.26.2023, and will be Re-Bid		TBD		
1815	2023.077	Maryville School Lift Station Replacement Proj - SC RIA grant - Construction	Project will not be completed until mid-June 2023 due to delay on electric generator delivery date. A time extension approved by RIA - Change order requests: CO #1- Extension of Time until June 2023. No added cost. Approved by City and RIA - CO #2-Partial demolition and removal of old underground structure: \$44,225 Approved by City. Pending RIA approval. CO #3-Modification of wetwell hatch: \$811-Approved by City. Pending RIA approval - CO #4- Generator Pad Modifications: \$5,517- Pending City and RIA Approval. CO #5- Influent Line Relocation: \$7,379- Pending City and RIA Approval. Status Comments: 1. Install pumps, guiderails, and mechanical grinder. Coat interior of wetwell. 2. Build generator pad and associated underground electric conduits. 3. Work is about 67% complete. 4. Pump control panel is scheduled to arrive in February 2023 5. Standby generator is scheduled to arrive in June 2023.	MB Kahn Inc.	403,178.00	0.22

Attachment: Current Project Listing 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)

CURRENT PROJECT LISTING REPORT

FOR THE PERIOD ENDING 2.28.2023

PROJ #	PO #	PROJECT NAME - DESC/COMMENTS	NOTES FROM ENGINEERS MONTHLY REPORT DATED 2.06.2023	Vendor	Cost	% complete
1815	2023.076	Maryville School Lift Station Replacement Proj - ARPA funds - Construction	Project will not be completed until mid-June 2023 due to delay on electric generator delivery date. A time extension approved by RIA - Change order requests: CO #1- Extension of Time until June 2023. No added cost. Approved by City and RIA - CO #2-Partial demolition and removal of old underground structure: \$44,225 Approved by City. Pending RIA approval. CO #3-Modification of wetwell hatch: \$811-Approved by City. Pending RIA approval - CO #4- Generator Pad Modifications: \$5,517- Pending City and RIA Approval. CO #5- Influent Line Relocation: \$7,379- Pending City and RIA Approval. Status Comments: 1. Install pumps, guiderails, and mechanical grinder. Coat interior of wetwell. 2. Build generator pad and associated underground electric conduits. 3. Work is about 67% complete. 4. Pump control panel is scheduled to arrive in February 2023 5. Standby generator is scheduled to arrive in June 2023.	MB Kahn Inc.	524,551.00	0.94
1818	TBD	Sanitary Sewer and Manhole Surveys - RFP for Engineering issued 1.25.2023 - proposals received 2.22.2023 - currently in review process		TBD		
1819	2023.104	Historic District Sewer Line Repairs - King Street Project - ARPA Related - bids received 8.17.2022 - Green Wave Contracting approved by council 9.15.2022	Construction Start: Mid to Late February 2023 - Status Comments: 1. Pipe and precast manhole submittals approved on 12-29-22. 2. Traffic control plan is pending SCDOT approval.	Green Wave Contracting Inc	395,661.00	0.02
1927	2023.120	Front St Under Ground (UG) Infrastructure Upgrade Project - Engineering		Utility Technology	76,600.00	0.42
2402	TBD	Cleland Street Parking Lot - RFP for engineering issued 1.18.2023 with a due date of 2.17.2023	Kick off meeting with CDBG staff is pending			
4015	2023.079	Stormwater System Improvements - Engineering - EDA Grant number 04-79-07494 - Change orders 1, 2 & 3 processed 2.17.2023	Consultant should complete plans next month and then obtain DHEC, OCRM, and SCDOT permit approvals. This might take another month or more - The revised construction start date is May 2023 - 1. Design is 100% complete. 2. Final plans are subject to EDA and City's review and approval. 3. SCDOT permit approval is pending. 4. DHEC permit approval is pending. 5. EDA Site Certificate is pending. All easements must be completed before. 6. Needs extension of time approval by EDA. 7. The revised construction start date is June 2023-Pending EDA approval	WK Dickson	567,200.00	0.44

Attachment: Current Project Listing 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)

CITY OF GEORGETOWN

SALE OF ASSETS - FY23

GovDeal Payment	Govdeal #	Asset ID	Dept.	Description	Amount/Total Proceeds	Notations	Receipt #
				no activity	-		
				Total July	-		
				no activity			
				Total August	-		
				no activity			
				Total September	-		
2022.10.11	615	NA	Water 31.16	Club Car Electric Golf Cart	-	Listed on 10.11.2022, with the bid closing on 10.31.2022	sold, but not picked up yet
2022.10.11	616	NA	Water 31.16	Diamond Products Core Cut Saw	-	Listed on 10.11.2022, with the bid closing on 10.31.2022	not sold, will rebid
				Total October	-		
2022.11.28	615	NA	Water 31.16	Club Car Electric Golf Cart	925.00		2023-22560
2022.11.04	616	NA	Water 31.16	Diamond Products Core Cut Saw	-	Re bid 11.04.2022 - 11.28.2022	not sold, to be scrapped
				Total November	925.00		
				no activity			
				Total December	-		
				no activity			
				Total January	-		
				no activity			
				Total February	-		
				Total March	-		
				Total April	-		
				Total May	-		
				Total June	-		
				TOTAL PER G/L	925.00		

Ref	Grantor	Program	Award Amount	Match Amount	Expenditures	Balance	Award #	Status
<u>FEDERAL GRANTS</u>								
1	Bureau of Justice Assistance	Bullet Proof Vest Grant 2021 Regular Solicitation	4,327.12	-	1,491.12	2,836.00	-	
2	US Department of Agriculture	Fire Training Center and Equipment for Fire Station II	33,000.00	27,000.00	51,937.85	8,062.15	-	
3	US Department of Agriculture	Fire Training Center and Equipment for Fire Station II	49,900.00	41,100.00	59,847.75	31,152.25	-	
4	US Department of Commerce	Stormwater System Improvements (EDA)	3,365,409.00	841,353.00	365,112.03	3,841,649.97	04-79-07494	
5	US Department of Commerce	Water Treatment Plant Improvements (EDA)	3,428,000.00	857,000.00	294,180.44	3,990,819.56	04-79-07777	
6	SC Department of Commerce	Demolition of Dilapidated Units : West End (CDBG)	375,000.00	37,500.00	32,349.96	380,150.04	4-CE-20-007	
7	SC Department of Commerce	West End District Water Upgrades (CDBG)	750,000.00	36,628.00	26,825.80	759,802.20	4-CI-21-008	
8	SC Department of Commerce	Cleland Street Public Parking Lot (CDBG)	250,000.00	110,933.00	1,352.50	359,580.50	4-SP-22-004	
9	SC Department of Commerce	Bobby Alford Pavilion (CDBG-CV1) Proj# 1222	458,200.00	150,000.00	55,629.64	552,570.36		
10	SC Department of Commerce	Wi-Fi in Parks (CDBG-CV1)	144,604.00	-	-	144,604.00		
11	Federal Emergency Management Agency (FEMA)	HMGP : Pump Station Generators	192,798.90	21,422.10	-	214,221.00	4542-0004-R	
<u>STATE GRANTS</u>								
12	Rural Infrastructure Authority	Maryville Lift Station	403,178.00	182,308.00	137,165.72	448,320.28	S-21-1287	
13	SC Parks, Recreation, & Tourism (PARD)	East Bay Park Boat Landing	42,117.58	10,529.40	40,960.32	11,686.66	2022020	
14	Municipal Association of South Carolina	Front Street Parks Improvements	25,000.00	18,069.82	18,069.82	25,000.00	-	
15	SC Department of Public Safety	FY22 School Resource Officer Program	105,544.00	-	97,538.67	8,005.33	SR-024-2202-22	
16	SC Department of Public Safety	FY23 School Resource Officer Program	211,113.00	-	32,702.00	178,411.00	SR-05-C2202-23	
17	SC DHEC	FY23 Solid Waste Grant	15,000.00	-	3,412.96	11,587.04	22.01SW23	

Ref	Grantor	Program	Award Amount	Match Amount	Expenditures	Balance	Award #	Status
<u>OTHER GRANTS</u>								
18	Palmetto Pride	Keep South Carolina Beautiful 2023	6,100.00	-	-	6,100.00	-	NEW
19	Palmetto Pride	Duke Grant : Litter Prevention	2,500.00	-	881.25	1,618.75	-	
20	Arbor Day Foundation and International Paper	2022 International Paper Tree Distribution	13,750.00	-	11,561.81	2,188.19	-	
	<i>*Balance will go to Butterfly Garden</i>							
21	Georgetown Cnty Transportation Committee (CTC)	Gilbert Street Sidewalk Program	124,608.00	-	60,317.72	64,290.28	-	
22	State of South Carolina	Gilbert/Hawkins/Butts St Sidewalk Extension Program	375,000.00	-	-	375,000.00	-	
23	SC Municipal Risk & Financing	2023 Law Enforcement Liability Reduction Grant	4,000.00	4,000.00	-	8,000.00	-	NEW
24	SC Muni Insurance Trust	2023 Law Enforcement Officer Safety Grant	2,000.00	2,000.00	-	4,000.00	-	NEW
		TOTAL	10,381,149.60	2,339,843.32	1,291,337.36	11,429,655.56		



OPEN PURCHASE ORDER REPORT - MONTHLY

18.K.4

As of G/L Date 02/28/23

Report by Department - Purchase Order Number
Summary Listing

Department 01 Administration

Purchase Order 2023-00000018
Description CARASOFT
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - COUNCIL MEETING SOFTWARE HOSTING FEES

Department 01 Administration
Vendor 16119 - CARASOFT TECHNOLOGY CORP
CARASOFT
11493 SUNSET HILLS RD SUITE 100
RESTON, VA 20190

G/L Date	07/01/2022	Amount	9,088
Deliver by Date	06/30/2023	Voided	
Printed Date	07/07/2022	Discounted	
Completed Date		Expensed	6,059
Expiration Date	07/30/2023	Remaining	3,029
		Encumbered	3,029

Purchase Order 2023-00000059
Description SCMIRF - BLANKET
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROPERTY INSURANCE

Department 01 Administration
Vendor 330 - SCMIRF
SCMIRF
SC MUNICIPAL INSURANCE RISK AND FINANCING FUND
PO BOX 12220
COLUMBIA, SC 29211

G/L Date	07/28/2022	Amount	25,000
Deliver by Date	06/30/2023	Voided	
Printed Date	08/04/2022	Discounted	
Completed Date		Expensed	17,215
Expiration Date	07/30/2023	Remaining	7,784
		Encumbered	7,784

Purchase Order 2023-00000060
Description SET SOLUTIONS
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROFESSIONAL SERVICES

Department 01 Administration
Vendor 7196 - SET SOLUTIONS, LLC
SET SOLUTIONS, LLC
710 EAST MAIN STREET
LEXINGTON, SC 29072

G/L Date	07/28/2022	Amount	25,000
Deliver by Date	06/30/2023	Voided	
Printed Date	08/04/2022	Discounted	
Completed Date		Expensed	9,000
Expiration Date	07/30/2023	Remaining	16,000
		Encumbered	16,000

Purchase Order 2023-00000165
Description CROSBY LAW FIRM
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - LEGAL FEES

Department 01 Administration
Vendor 10151 - CROSBY LAW FIRM LLC
CROSBY LAW FIRM LLC
405 DOZIER STREET
GEORGETOWN, SC 29440

G/L Date	01/18/2023	Amount	25,000
Deliver by Date	06/30/2023	Voided	
Printed Date	01/20/2023	Discounted	
Completed Date		Expensed	
Expiration Date	07/30/2023	Remaining	25,000
		Encumbered	25,000

Purchase Order 2023-00000170
Description SCMIT QUARTERLY BILLING
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number SCMIT QUARTERLY BILLING

Department 01 Administration
Vendor 7475 - SCMIT
SC MUNICIPAL INSURANCE TRUST
PO BOX 12220
COLUMBIA, SC 29211-2220

G/L Date	01/18/2023	Amount	229,904
Deliver by Date	06/30/2023	Voided	
Printed Date	01/20/2023	Discounted	
Completed Date		Expensed	114,952
Expiration Date	07/30/2023	Remaining	114,952
		Encumbered	114,952

Purchase Order 2023-00000174

Department 01 Administration

G/L Date	01/27/2023	Amount	1,780
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Attachment: OpenPOReport 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)



OPEN PURCHASE ORDER REPORT - MONTHLY

18.K.4

As of G/L Date 02/28/23

Report by Department - Purchase Order Number
Summary Listing

Department 01 Administration						
Description	SONITROL - INSTALL SECURITY AT CITY HALL	Vendor	2206 - SONITROL SECURITY SYSTEM OF CHARLESTON INC	Deliver by Date	02/28/2023	Voided
Type	Standard		SONITROL SECURITY SYSTEM OF CHARLESTON INC	Printed Date	01/27/2023	Discounted
Status	Open		4455 TILE DRIVE	Completed Date		Expensed
Bill To Location	P-04 - Finance		CHARLESTON, SC 29405-8400	Expiration Date	03/30/2023	Remaining 1,780
Assigned To Buyer						Encumbered 1,780
Resolution Number	INSTALL SECURITY AT 1134 N FRASER ST - CITY HALL					
Purchase Order	2023-00000178	Department	01 Administration	G/L Date	01/24/2023	Amount 11,000
Description	TERRACON - PUBLIC WORKS LAYDOWN YARD LSI	Vendor	16360 - TERRACON CONSULTANTS INC	Deliver by Date	03/30/2023	Voided
Type	Standard		TERRACON CONSULTANTS INC	Printed Date	01/27/2023	Discounted
Status	Open		PO BOX 959673	Completed Date		Expensed
Bill To Location	P-04 - Finance		ST LOUIS, MO 63195-9673	Expiration Date	04/30/2023	Remaining 11,000
Assigned To Buyer						Encumbered 11,000
Resolution Number	PROFESSIONAL SERVICES					
Department 01 Administration Totals			Purchase Orders	7	Amount	\$326,772
					Voided	\$0
					Discounted	\$0
					Expensed	\$147,226
					Remaining	\$179,546
					Encumbered	\$179,546
Department 04 Finance						
Purchase Order	2023-00000004	Department	04 Finance	G/L Date	07/01/2022	Amount 30,045
Description	STATEWIDE	Vendor	16313 - STATEWIDE SECURITY SYSTEMS INC	Deliver by Date	06/30/2023	Voided
Type	Blanket		STATEWIDE SECURITY SYSTEMS INC	Printed Date	07/07/2022	Discounted
Status	Open		3120 N BELTLINE BLVD SUITE 100	Completed Date		Expensed 12,840
Bill To Location	P-04 - Finance		COLUMBIA, SC 29204	Expiration Date	07/30/2023	Remaining 5,085
Assigned To Buyer						Encumbered 5,325
Resolution Number	BLANKET					
Purchase Order	2023-00000064	Department	04 Finance	G/L Date	08/18/2022	Amount 25,000
Description	ERIN BAILEY - TO REPRESENT INDIGENT DEFENDANTS	Vendor	18315 - THE LAW OFFICE OF ERIN E BAILEY LLC	Deliver by Date	06/30/2023	Voided
Type	Blanket		THE LAW OFFICE OF ERIN E BAILEY LLC	Printed Date	08/18/2022	Discounted
Status	Open		407 CHURCH ST SUITE G	Completed Date		Expensed 7,000
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	07/30/2023	Remaining 18,000
Assigned To Buyer						Encumbered 18,000
Resolution Number	PROFESSIONAL SERVICES					

Attachment: OpenPOReport 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)



OPEN PURCHASE ORDER REPORT - MONTHLY

18.K.4

As of G/L Date 02/28/22

Report by Department - Purchase Order Number
Summary Listing**Department 04 Finance**

Purchase Order 2023-00000100
Description ALAN JAY FLEET SALES - REPLACES VEH #1815
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number REPLACES VEH #1815

Department 04 Finance
Vendor 19241 - ALAN JAY AUTOMOTIVE MANAGEMENT
ALAN JAY AUTOMOTIVE MANAGEMENT
DBA ALAN JAY FLEET SALES
PO BOX 9200
SEBRING, FL 33871-9200

G/L Date	09/26/2022	Amount	78,559
Deliver by Date	06/30/2023	Voided	
Printed Date	09/26/2022	Discounted	
Completed Date		Expensed	
Expiration Date	07/30/2023	Remaining	78,559
		Encumbered	78,559

Purchase Order 2023-00000157
Description HTC - CLOUD MANAGEMENT
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - CLOUD MANAGEMENT SERVICES

Department 04 Finance
Vendor 5615 - HTC COMMUNICATIONS INC
HTC COMMUNICATIONS INC
PO BOX 1819
CONWAY, SC 29528-1819

G/L Date	12/30/2022	Amount	70,000
Deliver by Date	06/30/2023	Voided	
Printed Date	01/12/2023	Discounted	
Completed Date		Expensed	22,851
Expiration Date	07/30/2023	Remaining	47,148
		Encumbered	47,148

Purchase Order 2023-00000195
Description TYLER TECH - SSMA RENEWAL
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number SSMA RENEWAL 03.01.2023 - 02.28.2024

Department 04 Finance
Vendor 17506 - TYLER TECHNOLOGIES INC
TYLER TECHNOLOGIES INC
840 W LONG LAKE RD
TROY, MI 48098

G/L Date	02/24/2023	Amount	130,044
Deliver by Date	03/31/2023	Voided	
Printed Date	02/24/2023	Discounted	
Completed Date		Expensed	
Expiration Date	04/30/2023	Remaining	130,044
		Encumbered	130,044

Purchase Order 2023-00000196
Description MILLER BUILDERS - REPLACE COUNTERS IN MUNICIPAL COURT OFFICE
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number REPLACE COUNTERS IN MUNICIPAL COURT OFFICE

Department 04 Finance
Vendor 16447 - MILLER BUILDERS
MILLER BUILDERS
235 WAXWING STREET
GEORGETOWN, SC 29440

G/L Date	02/24/2023	Amount	5,500
Deliver by Date	06/30/2023	Voided	
Printed Date	02/24/2023	Discounted	
Completed Date		Expensed	
Expiration Date	07/30/2023	Remaining	5,500
		Encumbered	5,500

Department 04 Finance Totals	Purchase Orders	6	Amount	\$339,148
			Voided	\$0
			Discounted	\$0
			Expensed	\$42,691
			Remaining	\$284,337
			Encumbered	\$284,578

Department 05 Police

Purchase Order 2023-00000074

Department 05 Police

G/L Date	08/26/2022	Amount	10,000
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OPEN PURCHASE ORDER REPORT - MONTHLY

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As of G/L Date 02/28/22

Report by Department - Purchase Order Number
Summary Listing

Department	05 Police						
Description	SC DJJ	Vendor	4085 - SC DEPARTMENT OF JUVENILE JUSTICE	Deliver by Date	06/30/2023	Voided	
Type	Standard		SC DEPARTMENT OF JUVENILE JUSTICE	Printed Date	10/07/2022	Discounted	
Status	Open		P O BOX 21069	Completed Date		Expensed	
Bill To Location	P-04 - Finance		COLUMBIA, SC 29221	Expiration Date	07/30/2023	Remaining	10,000
Assigned To Buyer						Encumbered	10,000
Resolution Number	BLANKET - JUVENILE HOUSING						
Purchase Order	2023-00000089	Department	05 Police	G/L Date	08/08/2022	Amount	75,000
Description	SAINT FRANCES ANIMAL CENTER	Vendor	6700 - ST FRANCES ANIMAL CENTER	Deliver by Date	06/30/2023	Voided	
Type	Standard		ST FRANCES ANIMAL CENTER	Printed Date	09/15/2022	Discounted	
Status	Open		125 RIDGE ST	Completed Date		Expensed	37,500
Bill To Location	P-05 - Police		GEORGETOWN, SC 29440	Expiration Date	07/30/2023	Remaining	37,500
Assigned To Buyer						Encumbered	37,500
Resolution Number	CONTRACT SERVICES - ANIMAL CONTROL						
Purchase Order	2023-00000123	Department	05 Police	G/L Date	10/31/2022	Amount	43,880
Description	SANTEE AUTOMOTIVE - NEW VEH FOR POLICE	Vendor	18781 - SANTEE AUTOMOTIVE	Deliver by Date	06/30/2023	Voided	
Type	Standard			Printed Date	11/03/2022	Discounted	
Status	Open		SANTEE AUTOMOTIVE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		2601 PAXVILLE HIGHWAY	Expiration Date	07/30/2023	Remaining	43,880
Assigned To Buyer			MANNING, SC 29102			Encumbered	43,880
Resolution Number	STATE CONTRACT #4400027201						
Purchase Order	2023-00000126	Department	05 Police	G/L Date	10/31/2022	Amount	11,683
Description	MOBILE COMMUNICATIONS AMERICA - POLICE	Vendor	18200 - MOBILE COMMUNICATIONS AMERICA INC	Deliver by Date	06/30/2023	Voided	
Type	Standard			Printed Date	11/03/2022	Discounted	
Status	Open		MOBILE COMMUNICATIONS AMERICA INC	Completed Date		Expensed	
Bill To Location	P-05 - Police		DEPT #125	Expiration Date	07/30/2023	Remaining	11,683
Assigned To Buyer			PO BOX 37904			Encumbered	11,683
Resolution Number	EQUIPMENT		CHARLOTTE, NC 28237-7904				
Purchase Order	2023-00000129	Department	05 Police	G/L Date	11/04/2022	Amount	37,998
Description	LOVE CHEVROLET - VEH #638 - LEASE	Vendor	667 - LOVE CHEVROLET	Deliver by Date	06/30/2023	Voided	
Type	Standard			Printed Date	11/08/2022	Discounted	
Status	Open		Love Chevrolet	Completed Date		Expensed	
Bill To Location	P-04 - Finance		1255 KNOX ABBOTT DRIVE	Expiration Date	07/30/2023	Remaining	37,998
Assigned To Buyer			CAYCE WEST-COLUMBIA, SC 29171			Encumbered	37,998
Resolution Number	VEH #638 - LEASE PURCHASE						
Purchase Order	2023-00000130	Department	05 Police	G/L Date	11/04/2022	Amount	16,287

Attachment: OpenPOReport 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)



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Report by Department - Purchase Order Number
Summary Listing

Department 05 Police

Description	MOBILE COMMUNICATIONS AMERICA - VEH #638 LEASE PURCHASE	Vendor	18200 - MOBILE COMMUNICATIONS AMERICA INC	Deliver by Date	06/30/2023	Voiced	
Type	Standard		MOBILE COMMUNICATIONS AMERICA INC	Printed Date	11/08/2022	Discounted	
Status	Open		DEPT #125	Completed Date		Expensed	
Bill To Location	P-04 - Finance		PO BOX 37904	Expiration Date	07/30/2023	Remaining	16,287
Assigned To Buyer			CHARLOTTE, NC 28237-7904			Encumbered	16,287
Resolution Number	VEH #638 - LEASE PURCHASE						
Purchase Order	2023-00000153	Department	05 Police	G/L Date	12/05/2022	Amount	75,996
Description	LOVE CHEVROLET - REP ANDERSON EARMARKED	Vendor	667 - LOVE CHEVROLET	Deliver by Date	06/30/2023	Voiced	
Type	Standard		Love Chevrolet	Printed Date	12/22/2022	Discounted	
Status	Open		1255 KNOX ABBOTT DRIVE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		CAYCE WEST-COLUMBIA, SC 29171	Expiration Date	07/30/2023	Remaining	75,996
Assigned To Buyer						Encumbered	75,996
Resolution Number	REP ANDERSON EARMARKED						
Purchase Order	2023-00000154	Department	05 Police	G/L Date	12/05/2022	Amount	32,575
Description	MOBILE COMMUNICATIONS AMERICA - REP ANDERSON EARMARKED	Vendor	18200 - MOBILE COMMUNICATIONS AMERICA INC	Deliver by Date	06/30/2023	Voiced	
Type	Standard		MOBILE COMMUNICATIONS AMERICA INC	Printed Date	12/22/2022	Discounted	
Status	Open		DEPT #125	Completed Date		Expensed	
Bill To Location	P-04 - Finance		PO BOX 37904	Expiration Date	07/30/2023	Remaining	32,575
Assigned To Buyer			CHARLOTTE, NC 28237-7904			Encumbered	32,575
Resolution Number	REP ANDERSON EARMARKED						
Purchase Order	2023-00000159	Department	05 Police	G/L Date	01/03/2023	Amount	31,714
Description	MOTOROLA - POLICE DEPT EQUIPMENT - REPLACEMENT RADIOS	Vendor	3613 - MOTOROLA SOLUTIONS INC	Deliver by Date	06/30/2023	Voiced	
Type	Standard		MOTOROLA SOLUTIONS INC	Printed Date	01/05/2023	Discounted	
Status	Open		PO BOX 404059	Completed Date		Expensed	
Bill To Location	P-04 - Finance		ATLANTA, GA 30384-4059	Expiration Date	07/30/2023	Remaining	31,714
Assigned To Buyer						Encumbered	31,714
Resolution Number	REP ANDERSON EARMARKED						
Purchase Order	2023-00000167	Department	05 Police	G/L Date	01/11/2023	Amount	37,998
Description	LOVE CHEVROLET - POLICE DEPT	Vendor	667 - LOVE CHEVROLET	Deliver by Date	04/30/2023	Voiced	
Type	Standard		Love Chevrolet	Printed Date	01/20/2023	Discounted	
Status	Open		1255 KNOX ABBOTT DRIVE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		CAYCE WEST-COLUMBIA, SC 29171	Expiration Date	05/30/2023	Remaining	37,998
Assigned To Buyer						Encumbered	37,998
Resolution Number	FY23 SCDPS SRO GRANT #SR-05-C2202-23						
Purchase Order	2023-00000168	Department	05 Police	G/L Date	01/11/2023	Amount	16,287



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Report by Department - Purchase Order Number
Summary Listing

Department 05 Police

Description MOBILE COMMUNICATIONS AMERICA - POLICE
DEPT
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number FY23 SCDPS SRO GRANT #SR-05-C2202-23

Vendor 18200 - MOBILE COMMUNICATIONS AMERICA INC
MOBILE COMMUNICATIONS AMERICA INC
DEPT #125
PO BOX 37904
CHARLOTTE, NC 28237-7904

Deliver by Date 04/30/2023
Printed Date 01/20/2023
Completed Date
Expiration Date 05/30/2023
Voided
Discounted
Expensed
Remaining 16,287
Encumbered 16,287

Purchase Order 2023-00000182
Description CAROLINA COOL - HVAC UNIT POLICE DEPT
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number HVAC UNIT - POLICE DEPT

Department 05 Police
Vendor 9948 - CAROLINA COOL INC
CAROLINA COOL INC
1294 SURFSIDE INDUSTRIAL PARK
SURFSIDE BEACH, SC 29575

G/L Date 01/19/2023
Deliver by Date 04/30/2023
Printed Date 02/02/2023
Completed Date
Expiration Date 05/30/2023
Amount 35,700
Voided
Discounted
Expensed
Remaining 35,700
Encumbered 35,700

Department 05 Police Totals Purchase Orders 12
Amount \$425,122
Voided \$0
Discounted \$0
Expensed \$37,500
Remaining \$387,622
Encumbered \$387,622

Department 09 Housing and Community Dev.

Purchase Order 2023-00000093
Description WRCOG - CDBG GRANT #4-CE-20-007
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROFESSIONAL SERVICES - CDBG GRANT #4-CE-20-007

Department 09 Housing and Community Dev.
Vendor 1137 - WACCAMAW REGIONAL & PLANNING
WACCAMAW REGIONAL COUNCIL OF
GOVERNMENT
1230 HIGHMARKET ST
GEORGETOWN, SC 29440

G/L Date 09/15/2022
Deliver by Date 06/30/2023
Printed Date 09/15/2022
Completed Date
Expiration Date 07/30/2023
Amount 19,886
Voided
Discounted
Expensed
Remaining 19,886
Encumbered 19,886

Purchase Order 2023-00000097
Description SUMMIT ENGINEERING - CDBG GRANT #4-CE-20-007 - WEST END DEMO PRO
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number WEST END NEIGHBORHOOD DEMO PROJECT - ASBESTOS TESTING

Department 09 Housing and Community Dev.
Vendor 19232 - SUMMIT ENGINEERING LABORATORY & TESTING INC
SUMMIT ENGINEERING LABORATORY & TESTING INC
3575 CENTRE CIRCLE
FORT MILL, SC 29715

G/L Date 09/19/2022
Deliver by Date 06/30/2023
Printed Date 09/23/2022
Completed Date
Expiration Date 07/30/2023
Amount 14,190
Voided
Discounted
Expensed 4,930
Remaining 9,260
Encumbered 9,260



OPEN PURCHASE ORDER REPORT - MONTHLY

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Report by Department - Purchase Order Number
Summary Listing

Department **09 Housing and Community Dev.**

Department 09 Housing and Community Dev. Totals	Purchase Orders	2	Amount	\$34,076
			Voided	\$0
			Discounted	\$0
			Expensed	\$4,930
			Remaining	\$29,146
			Encumbered	\$29,146

Department **11 Fire**

Purchase Order 2023-00000197
Description BOAT SHED - PARKER FIRE BOAT MOTOR
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PARKER FIRE BOAT MOTOR

Department Vendor 11 Fire
4303 - BOAT SHED INC
THE BOAT SHED INC
211 CHURCH STREET
GEORGETOWN, SC 29440

G/L Date	02/21/2023	Amount	35,935
Deliver by Date	03/31/2023	Voided	
Printed Date	02/24/2023	Discounted	
Completed Date		Expensed	
Expiration Date	04/30/2023	Remaining	35,935
		Encumbered	35,935

Department 11 Fire Totals	Purchase Orders	1	Amount	\$35,935
			Voided	\$0
			Discounted	\$0
			Expensed	\$0
			Remaining	\$35,935
			Encumbered	\$35,935

Department **12 Public Works**

Purchase Order 2023-00000020
Description GEORGETOWN COUNTY BOARD OF DISABILITIES
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number 6 MONTH BLANKET

Department Vendor 12 Public Works
4200 - GEORGETOWN COUNTY BOARD OF
DISABILITIES
GEORGETOWN COUNTY BOARD OF
& SPECIAL NEEDS
PO BOX 1471
GEORGETOWN, SC 29442

G/L Date	07/07/2022	Amount	18,500
Deliver by Date	12/31/2022	Voided	
Printed Date	07/07/2022	Discounted	
Completed Date		Expensed	15,546
Expiration Date	01/30/2023	Remaining	2,953
		Encumbered	2,953

Purchase Order 2023-00000049
Description JANI KING - JANITORIAL SERVICES FOR CITY OF
GEORGETOWN
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number JANITORIAL SERVICES

Department Vendor 12 Public Works
18564 - SYNERGY FRANCHISING CORPORATION
SYNERGY FRANCHISING CORPORATION
DBA JANI-KING OF MYRTLE BEACH
5000 HIGHWAY 17 BYPASS SOUTH
MYRTLE BEACH, SC 29588

G/L Date	07/25/2022	Amount	100,411
Deliver by Date	06/30/2023	Voided	
Printed Date	07/29/2022	Discounted	
Completed Date		Expensed	66,940
Expiration Date	07/30/2023	Remaining	33,470
		Encumbered	

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Report by Department - Purchase Order Number
Summary Listing

Department **12 Public Works**

Purchase Order 2023-00000068
Description ASSOCIATES ROOFING & CONSTRUCTION DBA
ARC - PARD #2022020
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number EAST BAY PARK PUBLIC BOAT LANDING
IMPROVEMENTS PROJ #1230

Department 12 Public Works
Vendor 18295 - ASSOCIATES ROOFING & CONSTRUCTION
INC
ASSOCIATES ROOFING & CONSTRUCTION INC
1135 BURGESS RD
MURRELLS INLET, SC 29576

G/L Date 08/24/2022 Amount 48,759
Deliver by Date 01/30/2023 Voided
Printed Date 08/26/2022 Discounted
Completed Date Expensed 40,960
Expiration Date 03/30/2023 Remaining 7,798
Encumbered 7,798

Purchase Order 2023-00000086
Description DEERE & COMPANY
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number GATOR FOR PARK MAINTENANCE

Department 12 Public Works
Vendor 8898 - DEERE & COMPANY
DEERE & COMPANY
2000 JOHN DEERE RUN
CARY, NC 27513

G/L Date 09/13/2022 Amount 14,003
Deliver by Date ~~10/30/2022~~ Voided
Printed Date 09/15/2022 Discounted
Completed Date Expensed
Expiration Date 11/30/2022 Remaining 14,003
Encumbered 14,003

Purchase Order 2023-00000087
Description ROSENBLUM COE - EBP BOBBY ALFORD BLDG
PROJ #1222 - CV1-019
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number EAST BAY PARK IMPROVEMENTS - BOBBY
ALFORD BLDG PROJ #1222

Department 12 Public Works
Vendor 18750 - ROSENBLUM COE ARCHITECTS INC
ROSENBLUM COE ARCHITECTS INC
1643 MEANS ST
CHARLESTON, SC 29412

G/L Date 09/08/2022 Amount 68,000
Deliver by Date 06/30/2023 Voided
Printed Date 09/15/2022 Discounted
Completed Date Expensed 35,602
Expiration Date 07/30/2023 Remaining 32,397
Encumbered 32,397

Purchase Order 2023-00000103
Description GREEN WAVE PROJ #1235
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number GILBERT STREET SIDEWALK INSTALLATION -
CTC GRANT #GC-29

Department 12 Public Works
Vendor 16954 - GREEN WAVE CONTRACTING INC
GREEN WAVE CONTRACTING INC
3989 HIGHMARKET ST
GEORGETOWN, SC 29440

G/L Date 10/02/2022 Amount 78,200
Deliver by Date 01/15/2023 Voided
Printed Date 10/07/2022 Discounted
Completed Date Expensed 59,040
Expiration Date 02/28/2023 Remaining 19,159
Encumbered 19,159

Purchase Order 2023-00000105
Description THE CART GUY
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer

Department 12 Public Works
Vendor 18827 - THE CART GUY LLC
THE CART GUY LLC
2929 N 215TH ST W
COLWICH, KS 67030

G/L Date 09/26/2022 Amount 11,087
Deliver by Date 12/30/2022 Voided
Printed Date 10/07/2022 Discounted
Completed Date Expensed
Expiration Date 01/30/2023 Remaining 11,087
Encumbered 11,087

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Report by Department - Purchase Order Number
Summary Listing

Department **12 Public Works**

Resolution Number ROLL OUT CARTS

Purchase Order 2023-00000117
Description AMICK EQUIPMENT - REPLACEMENT OF
GARBAGE TRUCK #1305
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number REPLACEMENT OF GARBAGE TRUCK #1305

Department 12 Public Works
Vendor 19 - AMICK EQUIPMENT COMPANY INC
AMICK EQUIPMENT COMPANY INC
PO BOX 1965
LEXINGTON, SC 29071

G/L Date 10/23/2022 Amount 285,483
Deliver by Date 06/30/2023 Voided
Printed Date 10/28/2022 Discounted
Completed Date Expensed
Expiration Date 07/30/2023 Remaining 285,483
Encumbered 285,483

Purchase Order 2023-00000152
Description WRANGLER HOLDCO - DBA WASTE INDUSTRIES
A GFL
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET FOR 6 MONTHS OF SERVICE

Department 12 Public Works
Vendor 18736 - WRANGLER HOLDCO CORP
WRANGLER HOLDCO CORP
DBA WASTE INDUSTRIES LLC
A GFL ENVIRONMENTAL COMPANY
3301 BENSON DR SUITE 601
RALEIGH, NC 27609

G/L Date 12/13/2022 Amount 37,000
Deliver by Date 06/30/2023 Voided
Printed Date 12/15/2022 Discounted
Completed Date Expensed 11,837
Expiration Date 07/30/2023 Remaining 25,162
Encumbered 25,162

Purchase Order 2023-00000184
Description DOBBS EQUIPMENT - 244 K WHEEL LOADER -
TRACTOR
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number 244 K WHEEL LOADER - TRACTOR

Department 12 Public Works
Vendor 19249 - DOBBS EQUIPMENT SOUTHEAST LLC
DOBBS EQUIPMENT SOUTHEAST LLC
1206 BLAYLOCK ST
ALBANY, GA 31705

G/L Date 01/23/2023 Amount 125,609
Deliver by Date 06/30/2023 Voided
Printed Date 02/02/2023 Discounted
Completed Date Expensed 125,609
Expiration Date 07/30/2023 Remaining 125,609
Encumbered 125,609

Purchase Order 2023-00000194
Description RAFTELIS - SOLID WASTE STUDY FEE REVIEW
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROFESSIONAL SERVICES

Department 12 Public Works
Vendor 19062 - RAFTELIS FINANCIAL CONSULTANTS INC
RAFTELIS FINANCIAL CONSULTANTS INC
DBA RAFTELIS
227 WEST TRADE ST SUITE 1400
CHARLOTTE, NC 28202

G/L Date 02/09/2023 Amount 23,080
Deliver by Date 06/30/2023 Voided
Printed Date 02/17/2023 Discounted
Completed Date Expensed 160
Expiration Date 07/30/2023 Remaining 22,920
Encumbered 22,920

Purchase Order 2023-00000199
Description GEORGETOWN COUNTY BOARD OF DISABILITIES
Type Standard
Status Open
Bill To Location P-04 - Finance

Department 12 Public Works
Vendor 4200 - GEORGETOWN COUNTY BOARD OF
DISABILITIES
GEORGETOWN COUNTY BOARD OF
& SPECIAL NEEDS
PO BOX 1471

G/L Date 02/18/2023 Amount 18,500
Deliver by Date 06/30/2023 Voided
Printed Date 02/24/2023 Discounted
Completed Date Expensed
Expiration Date 07/30/2023 Remaining 18,500



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Report by Department - Purchase Order Number
Summary Listing

Department 12 Public Works

Assigned To Buyer GEORGETOWN, SC 29442 Encumbered 18,500
Resolution Number 6 MONTH BLANKET

Purchase Order	2023-00000200	Department	12 Public Works	G/L Date	02/19/2023	Amount	14,383
Description	RECYCLE AWAY	Vendor	18895 - RECYCLE AWAY LLC	Deliver by Date	03/30/2023	Voided	
Type	Standard		RECYCLE AWAY LLC	Printed Date	02/24/2023	Discounted	
Status	Open		DBA TRASHCANS WAREHOUSE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		ATTN: ACCOUNTS RECEIVABLE	Expiration Date	04/30/2023	Remaining	14,383
Assigned To Buyer			35 FROST ST			Encumbered	14,383
Resolution Number	WASTE CONTAINERS		BRATTLEBORO, VT 05301				

Purchase Order	2023-00000201	Department	12 Public Works	G/L Date	02/19/2023	Amount	12,277
Description	UTLIMATE WASHER	Vendor	19313 - ULTIMATE WASHER INC	Deliver by Date	03/31/2023	Voided	
Type	Standard		UTLIMATE WASHER INC	Printed Date	02/24/2023	Discounted	
Status	Open		6701 GARDEN ROAD SUITE 3	Completed Date		Expensed	
Bill To Location	P-04 - Finance		RIVIERA BEACH, FL 33404	Expiration Date	04/30/2023	Remaining	12,277
Assigned To Buyer						Encumbered	12,277
Resolution Number	EQUIPMENT - PRESSURE WASHER FOR PUBLIC WORKS						

Department 12 Public Works Totals	Purchase Orders	14	Amount	\$855,295
			Voided	\$0
			Discounted	\$0
			Expensed	\$230,088
			Remaining	\$625,207
			Encumbered	\$591,736

Department 14 Fleet Services

Purchase Order	2023-00000138	Department	14 Fleet Services	G/L Date	11/29/2022	Amount	50,899
Description	ALAN JAY AUTOMOTIVE - REPLACEMENT TRUCK #1402	Vendor	19241 - ALAN JAY AUTOMOTIVE MANAGEMENT	Deliver by Date	06/30/2023	Voided	
Type	Standard		ALAN JAY AUTOMOTIVE MANAGEMENT	Printed Date	12/01/2022	Discounted	
Status	Open		DBA ALAN JAY FLEET SALES	Completed Date		Expensed	
Bill To Location	P-04 - Finance		PO BOX 9200	Expiration Date	07/30/2023	Remaining	50,899
Assigned To Buyer			SEBRING, FL 33871-9200			Encumbered	50,899
Resolution Number	VEH #1402 - LEASE PURCHASE						

Department 14 Fleet Services Totals	Purchase Orders	1	Amount	\$50,899
			Voided	\$0
			Discounted	\$0
			Expensed	\$0
			Remaining	\$50,899
			Encumbered	\$50,899



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As of G/L Date 02/28/22
Report by Department - Purchase Order Number
Summary Listing

Department 19 Electric

Purchase Order 2023-00000015
Description BORDER STATES (FORMERLY SHEALY ELECTRICAL) - BLANKET
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - INVENTORY & MATERIALS

Department 19 Electric
Vendor 18809 - BORDER STATES INDUSTRIES INC
BORDER STATES INDUSTRIES INC
PO BOX 603585
CHARLOTTE, NC 28260-3585

G/L Date 07/07/2022 Amount 25,000
Deliver by Date 06/30/2023 Voided
Printed Date 07/07/2022 Discounted
Completed Date Expensed 24,166
Expiration Date 07/30/2023 Remaining 833
Encumbered

Purchase Order 2023-00000016
Description CANNON TECHNOLOGIES - METER SUPPLIES
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number METER SUPPLIES

Department 19 Electric
Vendor 16312 - CANNON TECHNOLOGIES INC
CANNON TECHNOLOGIES INC
DBA EATON CORP
28370 NETWORK PLACE
CHICAGO, IL 60673-1283

G/L Date 07/07/2022 Amount 24,671
Deliver by Date 11/18/2022 Voided
Printed Date 07/07/2022 Discounted
Completed Date Expensed 22,175
Expiration Date 12/30/2022 Remaining 2,495
Encumbered

Purchase Order 2023-00000017
Description CANNON TECHNOLOGIES - METER SUPPLIES
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number METER SUPPLIES

Department 19 Electric
Vendor 16312 - CANNON TECHNOLOGIES INC
CANNON TECHNOLOGIES INC
DBA EATON CORP
28370 NETWORK PLACE
CHICAGO, IL 60673-1283

G/L Date 07/01/2022 Amount 5,075
Deliver by Date 10/07/2022 Voided
Printed Date 07/07/2022 Discounted
Completed Date Expensed 2,655
Expiration Date 11/30/2022 Remaining 2,420
Encumbered

Purchase Order 2023-00000019
Description COASTAL STRUCTURES - CONTRACTING OF EMPLOYEE
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROFESSIONAL SERVICES

Department 19 Electric
Vendor 6524 - COASTAL STRUCTURES CORPORATION
COASTAL STRUCTURES CORPORATION
PO BOX 937
GEORGETOWN, SC 29442

G/L Date 07/07/2022 Amount 25,000
Deliver by Date 02/28/2023 Voided
Printed Date 07/08/2022 Discounted
Completed Date Expensed 23,085
Expiration Date 03/30/2023 Remaining 1,915
Encumbered

Purchase Order 2023-00000027
Description LINE EQUIPMENT - BLANKET
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - INVENTORY & MATERIALS

Department 19 Electric
Vendor 8540 - LINE EQUIPMENT SALES CO INC
LINE EQUIPMENT SALES CO INC
ELECTRIC UTILITY SUPPLY LTD
PO BOX 3269
WEST COLUMBIA, SC 29171-3269

G/L Date 07/01/2022 Amount 25,000
Deliver by Date 06/30/2023 Voided
Printed Date 07/07/2022 Discounted
Completed Date Expensed 21,876
Expiration Date 07/30/2023 Remaining 3,123
Encumbered

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Report by Department - Purchase Order Number
Summary Listing

Department 19 Electric

Purchase Order 2023-00000036
Description WESCO DISTRIBUTION - INVENTORY
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - INVENTORY & MATERIALS

Department 19 Electric
Vendor 367 - WESCO DISTRIBUTION INC
WESCO DISTRIBUTION INC
1050 CHRIS CIRCLE
WEST COLUMBIA, SC 29170

G/L Date 07/01/2022 Amount 25,000
Deliver by Date 06/30/2023 Voided
Printed Date 07/07/2022 Discounted
Completed Date Expensed 6,775
Expiration Date 07/30/2023 Remaining 18,224
Encumbered

Purchase Order 2023-00000051
Description SUMTER UTILITIES - ELECTRIC DISTRIBUTION CONTRACTOR
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number ELECTRIC DISTRIBUTION CONTRACTOR SERVICES

Department 19 Electric
Vendor 16338 - SUMTER UTILITIES INC
SUMTER UTILITIES
PO BOX 579
SUMTER, SC 29151-0579

G/L Date 07/29/2022 Amount 430,000
Deliver by Date 06/30/2023 Voided
Printed Date 10/07/2022 Discounted
Completed Date Expensed 242,967
Expiration Date 07/30/2023 Remaining 187,032
Encumbered 187,032

Purchase Order 2023-00000095
Description LINE EQUIPMENT - BLANKET
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - INVENTORY & MATERIALS

Department 19 Electric
Vendor 8540 - LINE EQUIPMENT SALES CO INC
LINE EQUIPMENT SALES CO INC
ELECTRIC UTILITY SUPPLY LTD
PO BOX 3269
WEST COLUMBIA, SC 29171-3269

G/L Date 09/19/2022 Amount 25,000
Deliver by Date 10/30/2022 Voided
Printed Date 09/22/2022 Discounted
Completed Date Expensed 13,142
Expiration Date 11/30/2022 Remaining 11,857
Encumbered

Purchase Order 2023-00000098
Description SUNBELT SOLOMON SERVICES
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - SOLE SOURCE

Department 19 Electric
Vendor 19074 - SUNBELT SOLOMON SERVICES LLC
SUNBELT SOLOMON SERVICES LLC
PO BOX 245
SOLOMON, KS 67480

G/L Date 09/19/2022 Amount 25,000
Deliver by Date 06/30/2023 Voided
Printed Date 09/22/2022 Discounted
Completed Date Expensed 12,609
Expiration Date 07/30/2023 Remaining 12,390
Encumbered

Purchase Order 2023-00000101
Description CANNON TECHNOLOGIES - METERS
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number INVENTORY

Department 19 Electric
Vendor 16312 - CANNON TECHNOLOGIES INC
CANNON TECHNOLOGIES INC
DBA EATON CORP
28370 NETWORK PLACE
CHICAGO, IL 60673-1283

G/L Date 10/05/2022 Amount 24,329
Deliver by Date 03/17/2023 Voided
Printed Date 10/07/2022 Discounted
Completed Date Expensed
Expiration Date 04/30/2023 Remaining 24,329
Encumbered

Purchase Order 2023-00000106

Department 19 Electric

G/L Date 09/28/2022 Amount 100,000



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Report by Department - Purchase Order Number
Summary ListingDepartment **19 Electric**

Description	XYLEM - TREE CREW SERVICES	Vendor	19243 - XYLEM INC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		XYLEM INC	Printed Date	10/07/2022	Discounted	
Status	Open		208 E PLUME ST SUITE 250	Completed Date		Expensed	51,186
Bill To Location	P-04 - Finance		NORFOLK, VA 23510	Expiration Date	07/30/2023	Remaining	48,813
Assigned To Buyer						Encumbered	48,813
Resolution Number	TREE CREW SERVICES CONTRACT LABOR						
Purchase Order	2023-00000110	Department	19 Electric	G/L Date	10/17/2022	Amount	25,000
Description	BORDER STATES	Vendor	18809 - BORDER STATES INDUSTRIES INC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		BORDER STATES INDUSTRIES INC	Printed Date	10/20/2022	Discounted	
Status	Open		PO BOX 603585	Completed Date		Expensed	21,107
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28260-3585	Expiration Date	07/30/2023	Remaining	3,892
Assigned To Buyer						Encumbered	
Resolution Number	BLANKET - INVENTORY & MATERIALS						
Purchase Order	2023-00000120	Department	19 Electric	G/L Date	10/21/2022	Amount	76,600
Description	UTEC - PROJECT #1927	Vendor	6254 - UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Printed Date	10/28/2022	Discounted	
Status	Open		DBA UTILITY TECHNOLOGY	Completed Date		Expensed	32,551
Bill To Location	P-04 - Finance		147 DUBLIN SQUARE RD	Expiration Date	07/30/2023	Remaining	44,048
Assigned To Buyer			ASHEBORO, NC 27203			Encumbered	44,048
Resolution Number	PROJECT #1927						
Purchase Order	2023-00000144	Department	19 Electric	G/L Date	12/06/2022	Amount	25,000
Description	BORDER STATES	Vendor	18809 - BORDER STATES INDUSTRIES INC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		BORDER STATES INDUSTRIES INC	Printed Date	12/08/2022	Discounted	
Status	Open		PO BOX 603585	Completed Date		Expensed	15,510
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28260-3585	Expiration Date	07/30/2023	Remaining	9,489
Assigned To Buyer						Encumbered	
Resolution Number	BLANKET - INVENTORY & MATERIALS						
Purchase Order	2023-00000146	Department	19 Electric	G/L Date	12/08/2022	Amount	25,000
Description	COASTAL STRUCTURES - CONTRACTING OF EMPLOYEE	Vendor	6524 - COASTAL STRUCTURES CORPORATION	Deliver by Date	06/30/2023	Voided	
Type	Blanket		COASTAL STRUCTURES CORPORATION	Printed Date	12/08/2022	Discounted	
Status	Open		PO BOX 937	Completed Date		Expensed	10,215
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29442	Expiration Date	07/30/2023	Remaining	14,785
Assigned To Buyer						Encumbered	14,785
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2023-00000148	Department	19 Electric	G/L Date	12/06/2022	Amount	25,000

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Report by Department - Purchase Order Number
Summary Listing

Department 19 Electric

Description	SUNBELT SOLOMON SERVICES	Vendor	19074 - SUNBELT SOLOMON SERVICES LLC	Deliver by Date	06/30/2023	Voided	
Type	Standard		SUNBELT SOLOMON SERVICES LLC	Printed Date	12/08/2022	Discounted	
Status	Open		PO BOX 245	Completed Date		Expensed	
Bill To Location	P-04 - Finance		SOLOMON, KS 67480	Expiration Date	07/30/2023	Remaining	25,000
Assigned To Buyer						Encumbered	
Resolution Number	BLANKET - SOLE SOURCE						
Purchase Order	2023-00000164	Department	19 Electric	G/L Date	01/05/2023	Amount	5,715
Description	THE HILLER COMPANIES - PEAK SHAVING PLANT REPAIRS	Vendor	19291 - THE HILLER COMPANIES LLC	Deliver by Date	02/28/2023	Voided	
Type	Standard		THE HILLER COMPANIES LLC	Printed Date	01/12/2023	Discounted	
Status	Open		3751 JOY SPRINGS DRIVE	Completed Date	03/30/2023	Expensed	
Bill To Location	P-04 - Finance		MOBILE, AL 36693	Expiration Date		Remaining	5,715
Assigned To Buyer						Encumbered	5,715
Resolution Number	REPAIRS						
Purchase Order	2023-00000172	Department	19 Electric	G/L Date	01/19/2023	Amount	25,000
Description	UTEC - PROFESSIONAL SERVICES - ASSOC WITH NEW WHOLESALE POWER	Vendor	6254 - UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		UTILITY TECHNOLOGY ENGINEERS-CONSULTANTS PLLC	Printed Date	01/20/2023	Discounted	
Status	Open		DBA UTILITY TECHNOLOGY	Completed Date		Expensed	1,739
Bill To Location	P-04 - Finance		147 DUBLIN SQUARE RD	Expiration Date	07/30/2023	Remaining	23,260
Assigned To Buyer			ASHEBORO, NC 27203			Encumbered	23,260
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2023-00000181	Department	19 Electric	G/L Date	01/31/2023	Amount	75,000
Description	BORDER STATES	Vendor	18809 - BORDER STATES INDUSTRIES INC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		BORDER STATES INDUSTRIES INC	Printed Date	02/02/2023	Discounted	
Status	Open		PO BOX 603585	Completed Date		Expensed	
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28260-3585	Expiration Date	07/30/2023	Remaining	75,000
Assigned To Buyer						Encumbered	
Resolution Number	BLANKET - INVENTORY & MATERIALS						
Purchase Order	2023-00000186	Department	19 Electric	G/L Date	01/25/2023	Amount	22,500
Description	RAFTELIS	Vendor	19062 - RAFTELIS FINANCIAL CONSULTANTS INC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		RAFTELIS FINANCIAL CONSULTANTS INC	Printed Date	02/02/2023	Discounted	
Status	Open		DBA RAFTELIS	Completed Date		Expensed	11,250
Bill To Location	P-04 - Finance		227 WEST TRADE ST SUITE 1400	Expiration Date	07/30/2023	Remaining	11,250
Assigned To Buyer			CHARLOTTE, NC 28202			Encumbered	11,250
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2023-00000189	Department	19 Electric	G/L Date	02/07/2023	Amount	75,000

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Department 19 Electric

Description	LINE EQUIPMENT - BLANKET	Vendor	8540 - LINE EQUIPMENT SALES CO INC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		LINE EQUIPMENT SALES CO INC	Printed Date	02/09/2023	Discounted	
Status	Open		ELECTRIC UTILITY SUPPLY LTD	Completed Date		Expensed	12,922
Bill To Location	P-04 - Finance		PO BOX 3269	Expiration Date	07/30/2023	Remaining	62,077
Assigned To Buyer			WEST COLUMBIA, SC 29171-3269			Encumbered	
Resolution Number	BLANKET - INVENTORY & MATERIALS						

Purchase Order	2023-00000198	Department	19 Electric	G/L Date	02/23/2023	Amount	22,611
Description	CANNON TECHNOLOGIES - METERS	Vendor	16312 - CANNON TECHNOLOGIES INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		CANNON TECHNOLOGIES INC	Printed Date	02/24/2023	Discounted	
Status	Open		DBA EATON CORP	Completed Date		Expensed	
Bill To Location	P-04 - Finance		28370 NETWORK PLACE	Expiration Date	07/30/2023	Remaining	22,611
Assigned To Buyer			CHICAGO, IL 60673-1283			Encumbered	
Resolution Number	INVENTORY						

Department 19 Electric Totals	Purchase Orders	22	Amount	\$1,136,502
			Voided	\$0
			Discounted	\$0
			Expensed	\$525,936
			Remaining	\$610,566
			Encumbered	\$339,240

Department 21 G & A

Purchase Order	2023-00000023	Department	21 G & A	G/L Date	07/05/2022	Amount	25,000
Description	INDUSTRIAL REWINDING - ELECTRIC MOTOR REPAIRS 32.18	Vendor	1128 - INDUSTRIAL REWINDING INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		INDUSTRIAL REWINDING INC	Printed Date	07/07/2022	Discounted	
Status	Open		PO BOX 3442	Completed Date		Expensed	
Bill To Location	P-04 - Finance		MYRTLE BEACH , SC 29578	Expiration Date	07/30/2023	Remaining	25,000
Assigned To Buyer						Encumbered	25,000
Resolution Number	BLANKET - ELECTRIC MOTOR REPAIRS						

Purchase Order	2023-00000024	Department	21 G & A	G/L Date	07/05/2022	Amount	25,000
Description	INDUSTRIAL SOLUTIONS - SULFURIC ACID 50%	Vendor	89 - INDUSTRIAL SOLUTIONS & SUPPLY	Deliver by Date	06/30/2023	Voided	
Type	Standard		INDUSTRIAL SOLUTIONS & SUPPLY	Printed Date	07/07/2022	Discounted	
Status	Open		PO BOX 1172	Completed Date		Expensed	13,335
Bill To Location	P-04 - Finance		MARION, SC 29571	Expiration Date	07/30/2023	Remaining	11,664
Assigned To Buyer						Encumbered	11,664
Resolution Number	BLANKET - CHEMICALS						

Purchase Order	2023-00000033	Department	21 G & A	G/L Date	07/05/2022	Amount	20,600
Description	STONE CONSTRUCTION	Vendor	9046 - STONE CONSTRUCTION	Deliver by Date	06/30/2023	Voided	
Type	Blanket		STONE CONSTRUCTION	Printed Date	07/07/2022	Discounted	

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Report by Department - Purchase Order Number
Summary Listing

Department **21 G & A**

Status	Open	11191 GAPWAY RD	Completed Date		Expensed	11,471
Bill To Location	P-04 - Finance	ANDREWS, SC 29510	Expiration Date	07/30/2023	Remaining	9,128
Assigned To Buyer					Encumbered	9,128
Resolution Number	BLANKET - SOLE SOURCE					

Purchase Order	2023-00000039	Department	21 G & A	G/L Date	07/05/2022	Amount	10,000
Description	THOMAS SUPPLY - ELECTRICAL WIRE	Vendor	356 - THOMAS SUPPLY CO INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		THOMAS SUPPLY CO INC	Printed Date	07/13/2022	Discounted	
Status	Open		PO BOX 610	Completed Date		Expensed	8,109
Bill To Location	P-04 - Finance		MARION, SC 29571	Expiration Date	07/30/2023	Remaining	1,891
Assigned To Buyer						Encumbered	1,891
Resolution Number	SUPPLIES - ELECTRICAL WIRE						

Purchase Order	2023-00000054	Department	21 G & A	G/L Date	08/01/2022	Amount	25,000
Description	COASTAL ASPHALT LLC - CONTRACT LABOR	Vendor	15796 - COASTAL ASPHALT LLC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		COASTAL ASPHALT LLC	Printed Date	08/04/2022	Discounted	
Status	Open		2142 WINBURN ST	Completed Date		Expensed	
Bill To Location	P-04 - Finance		CONWAY, SC 29527	Expiration Date	07/30/2023	Remaining	25,000
Assigned To Buyer						Encumbered	25,000
Resolution Number	CONTRACT LABOR						

Purchase Order	2023-00000070	Department	21 G & A	G/L Date	08/25/2022	Amount	25,000
Description	Jones Chemicals - WTP Chlorine Cylinders 31.16	Vendor	9909 - JONES CHEMICALS INC	Deliver by Date	06/30/2023	Voided	
Type	Blanket		JONES CHEMICALS INC	Printed Date	08/26/2022	Discounted	
Status	Open		PO BOX 25035	Completed Date		Expensed	11,372
Bill To Location	P-04 - Finance		BRADENTON, FL 34206	Expiration Date	07/30/2023	Remaining	13,627
Assigned To Buyer						Encumbered	13,627
Resolution Number	BLANKET - CHLORINE FOR WTP						

Purchase Order	2023-00000076	Department	21 G & A	G/L Date	09/01/2022	Amount	524,551
Description	MB KAHN CONSTRUCTION CO - PROJ #1815 - ARPA FUNDS	Vendor	5906 - MB KAHN CONSTRUCTION CO INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		MB KAHN CONSTRUCTION CO INC	Printed Date	09/01/2022	Discounted	
Status	Open		PO BOX 578	Completed Date		Expensed	490,689
Bill To Location	P-04 - Finance		GREENWOOD, SC 29648-0578	Expiration Date	07/30/2023	Remaining	33,861
Assigned To Buyer						Encumbered	33,861
Resolution Number	PROJ #1815 - ARPA FUNDS SUPPLEMENT						

Purchase Order	2023-00000077	Department	21 G & A	G/L Date	09/01/2022	Amount	403,178
Description	MB KAHN CONSTRUCTION CO - PROJ #1815 RIA GRANT	Vendor	5906 - MB KAHN CONSTRUCTION CO INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		MB KAHN CONSTRUCTION CO INC	Printed Date	09/01/2022	Discounted	
Status	Open		101 FLINTLAKE ROAD	Completed Date		Expensed	90,586



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Report by Department - Purchase Order Number
Summary Listing

Department **21 G & A**

Bill To Location	P-04 - Finance		COLUMBIA, SC 29223	Expiration Date	07/30/2023	Remaining	312,591
Assigned To Buyer						Encumbered	312,591
Resolution Number	PROJ #1815 - SC RIA GRANT #S-21-1287						
Purchase Order	2023-00000078	Department	21 G & A	G/L Date	07/07/2022	Amount	10,770
Description	ROWE PROFESSIONAL SERVICE - PROJ #1515	Vendor	18619 - ROWE PROFESSIONAL SERVICES COMPANY	Deliver by Date	06/30/2023	Voided	
Type	Standard		ROWE PROFESSIONAL SERVICES COMPANY	Printed Date	09/01/2022	Discounted	
Status	Open		540 S SAGINAW ST STE 200	Completed Date		Expensed	
Bill To Location	P-04 - Finance		FLINT, MI 48502	Expiration Date	07/30/2023	Remaining	10,770
Assigned To Buyer						Encumbered	10,770
Resolution Number	PROJ #1515						
Purchase Order	2023-00000079	Department	21 G & A	G/L Date	07/07/2022	Amount	489,247
Description	W K DICKSON - PROJ #4015 - EDA GRANT #04-79-07494	Vendor	5417 - W K DICKSON & CO INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		W K DICKSON & CO INC	Printed Date	09/01/2022	Discounted	
Status	Open		PO BOX 36005	Completed Date		Expensed	173,989
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28236	Expiration Date	07/30/2023	Remaining	315,258
Assigned To Buyer						Encumbered	315,258
Resolution Number	PROJ #4015 - EDA GRANT #04-79-07494						
Purchase Order	2023-00000080	Department	21 G & A	G/L Date	08/04/2022	Amount	152,113
Description	WK DICKSON - PROJ #1606	Vendor	5417 - W K DICKSON & CO INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		W K DICKSON & CO INC	Printed Date	09/01/2022	Discounted	
Status	Open		PO BOX 36005	Completed Date		Expensed	15,895
Bill To Location	P-04 - Finance		CHARLOTTE, NC 28236	Expiration Date	07/30/2023	Remaining	136,218
Assigned To Buyer						Encumbered	136,218
Resolution Number	PROJ #1606						
Purchase Order	2023-00000084	Department	21 G & A	G/L Date	09/15/2022	Amount	94,308
Description	WRCOG - ARPA	Vendor	1137 - WACCAMAW REGIONAL & PLANNING	Deliver by Date	06/30/2023	Voided	
Type	Standard		WACCAMAW REGIONAL COUNCIL OF GOVERNMENT	Printed Date	09/15/2022	Discounted	
Status	Open		1230 HIGHMARKET ST	Completed Date		Expensed	1,812
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	07/30/2023	Remaining	92,496
Assigned To Buyer						Encumbered	92,496
Resolution Number	PROFESSIONAL SERVICES						
Purchase Order	2023-00000091	Department	21 G & A	G/L Date	07/05/2022	Amount	31,420
Description	WRCOG - PROJ #1515 - CDBG #4-CI-21-008	Vendor	1137 - WACCAMAW REGIONAL & PLANNING	Deliver by Date	06/30/2023	Voided	
Type	Standard		WACCAMAW REGIONAL COUNCIL OF GOVERNMENT	Printed Date	09/15/2022	Discounted	



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Report by Department - Purchase Order Number
Summary ListingDepartment **21 G & A**

Status	Open	1230 HIGHMARKET ST	Completed Date		Expensed		
Bill To Location	P-04 - Finance	GEORGETOWN, SC 29440	Expiration Date	07/30/2023	Remaining	31,420	
Assigned To Buyer					Encumbered	31,420	
Resolution Number	PROFESSIONAL SERVICES - PROJ #1515						
Purchase Order	2023-00000092	Department	21 G & A	G/L Date	07/05/2022	Amount	22,764
Description	WRCOG - PROJ #4015 - EDA GRANT #04-79-07494	Vendor	1137 - WACCAMAW REGIONAL & PLANNING	Deliver by Date	06/30/2023	Voided	
Type	Standard		WACCAMAW REGIONAL COUNCIL OF GOVERNMENT	Printed Date	09/15/2022	Discounted	
Status	Open		1230 HIGHMARKET ST	Completed Date		Expensed	
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	07/30/2023	Remaining	22,764
Assigned To Buyer					Encumbered	22,764	
Resolution Number	PROFESSIONAL SERVICES - PROJ #4015						
Purchase Order	2023-00000102	Department	21 G & A	G/L Date	10/05/2022	Amount	14,674
Description	CANNON TECHNOLOGIES - WATER METER NODES	Vendor	16312 - CANNON TECHNOLOGIES INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		CANNON TECHNOLOGIES INC	Printed Date	10/07/2022	Discounted	
Status	Open		DBA EATON CORP	Completed Date		Expensed	
Bill To Location	P-04 - Finance		28370 NETWORK PLACE	Expiration Date	07/30/2023	Remaining	14,674
Assigned To Buyer			CHICAGO, IL 60673-1283			Encumbered	14,674
Resolution Number	WATER METER NODES						
Purchase Order	2023-00000104	Department	21 G & A	G/L Date	10/04/2022	Amount	395,661
Description	GREEN WAVE - PROJ 1819	Vendor	16954 - GREEN WAVE CONTRACTING INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		GREEN WAVE CONTRACTING INC	Printed Date	10/07/2022	Discounted	
Status	Open		3989 HIGHMARKET ST	Completed Date		Expensed	8,099
Bill To Location	P-04 - Finance		GEORGETOWN, SC 29440	Expiration Date	07/30/2023	Remaining	387,561
Assigned To Buyer						Encumbered	387,561
Resolution Number	PROJECT #1819 - ARPA 2021						
Purchase Order	2023-00000113	Department	21 G & A	G/L Date	10/19/2022	Amount	215,862
Description	MELTON ELECTRIC - PUMP STATION GENERATORS	Vendor	18607 - MELTON ELECTRIC CO INC	Deliver by Date	06/30/2023	Voided	
Type	Standard		MELTON ELECTRIC CO INC	Printed Date	10/20/2022	Discounted	
Status	Open		111 JACOB LANE	Completed Date		Expensed	
Bill To Location	P-04 - Finance		MYRTLE BEACH, SC 29579	Expiration Date	07/30/2023	Remaining	215,862
Assigned To Buyer						Encumbered	215,862
Resolution Number	PUMP STATION GENERATORS - FEMA/SCMD HMGP #4542 PROJ #F4-S132						
Purchase Order	2023-00000128	Department	21 G & A	G/L Date	11/07/2022	Amount	180,953



OPEN PURCHASE ORDER REPORT - MONTHLY

18.K.4

As of G/L Date 02/28/22

Report by Department - Purchase Order Number
Summary Listing

Department 21 G & A

Description AQUA AEROBIC - WWTP SCADA UPGRADE PROJ #3407
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number WWTP SCADA UPGRADE PROJ #3407

Vendor 9140 - AQUA - AEROBIC SYSTEMS INC
AQUA - AEROBIC SYSTEMS INC
6306 NORTH ALPINE RD
ROCKFORD, IL 61130-0026

Deliver by Date 06/30/2023
Printed Date 11/08/2022
Completed Date
Expiration Date 07/30/2023
Voided
Discounted
Expensed
Remaining 180,953
Encumbered 180,953

Purchase Order 2023-00000131
Description BRENNTAG - ORTHOPOSHATE
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - ORTHOPOSPHATE FOR WATER FILTRATION

Department 21 G & A
Vendor 9902 - BRENNTAG MID-SOUTH INC
BRENNTAG MID-SOUTH INC
PO BOX 752094
CHARLOTTE, NC 28275-2094

G/L Date 11/23/2022
Deliver by Date 06/30/2023
Printed Date 11/23/2022
Completed Date
Expiration Date 07/30/2023
Amount 12,000
Voided
Discounted
Expensed 11,603
Remaining 396
Encumbered 396

Purchase Order 2023-00000132
Description INDUSTRIAL REWINDING - WWTP 32.34
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - ELECTRIC MOTOR REPAIRS - WWTP 32.34

Department 21 G & A
Vendor 1128 - INDUSTRIAL REWINDING INC
INDUSTRIAL REWINDING INC
PO BOX 3442
MYRTLE BEACH, SC 29578

G/L Date 11/15/2022
Deliver by Date 06/30/2023
Printed Date 11/23/2022
Completed Date
Expiration Date 07/30/2023
Amount 25,000
Voided
Discounted
Expensed 21,212
Remaining 3,787
Encumbered 3,787

Purchase Order 2023-00000133
Description Jones Chemicals - WWTP Chlorine Cylinders 32.34
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - CHLORINE FOR WWTP

Department 21 G & A
Vendor 9909 - JONES CHEMICALS INC
JONES CHEMICALS INC
PO BOX 25035
BRADENTON, FL 34206

G/L Date 11/23/2022
Deliver by Date 06/30/2023
Printed Date 11/23/2022
Completed Date
Expiration Date 07/30/2023
Amount 25,000
Voided
Discounted
Expensed 7,623
Remaining 17,376
Encumbered 17,376

Purchase Order 2023-00000150
Description CANNON TECHNOLOGIES - WATER METER NODES
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number WATER METER NODES

Department 21 G & A
Vendor 16312 - CANNON TECHNOLOGIES INC
CANNON TECHNOLOGIES INC
DBA EATON CORP
28370 NETWORK PLACE
CHICAGO, IL 60673-1283

G/L Date 12/12/2022
Deliver by Date 06/30/2023
Printed Date 12/15/2022
Completed Date
Expiration Date 07/30/2023
Amount 14,630
Voided
Discounted
Expensed
Remaining 14,630
Encumbered 14,630

Attachment: OpenPOReport 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)



OPEN PURCHASE ORDER REPORT - MONTHLY

18.K.4

As of G/L Date 02/28/23

Report by Department - Purchase Order Number
Summary Listing

Department **21 G & A**

Purchase Order 2023-00000162
Description PVS - FERRIC CHLORIDE
Type Blanket
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - FERRIC CHLORIDE FOR WTP

Department Vendor 21 G & A
8905 - PVS TECHNOLOGIES INC
PVS TECHNOLOGIES INC
25212 NETWORK PLACE
CHICAGO, IL 60673-1503

G/L Date	01/12/2023	Amount	25,000
Deliver by Date	06/30/2023	Voided	
Printed Date	01/12/2023	Discounted	
Completed Date		Expensed	10,642
Expiration Date	07/30/2023	Remaining	14,357
		Encumbered	14,357

Purchase Order 2023-00000179
Description ANDRITZ SEPARATION INC
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number SOLE SOURCE

Department Vendor 21 G & A
9846 - ANDRITZ SEPARATION INC
ANDRITZ SEPARATION INC
DEPT 0312
PO BOX 120312
DALLAX, TX 75312-0312

G/L Date	01/26/2023	Amount	5,444
Deliver by Date	06/30/2023	Voided	
Printed Date	02/02/2023	Discounted	
Completed Date		Expensed	
Expiration Date	07/30/2023	Remaining	5,444
		Encumbered	5,444

Purchase Order 2023-00000180
Description ARC - PROJ #1515 - CDGG #4-CI-21-008
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROJ #1515 - CDGG #4-CI-21-008

Department Vendor 21 G & A
18295 - ASSOCIATES ROOFING & CONSTRUCTION INC
ASSOCIATES ROOFING & CONSTRUCTION INC
1135 BURGESS RD
MURRELLS INLET, SC 29576

G/L Date	01/26/2023	Amount	1,013,380
Deliver by Date	06/30/2023	Voided	
Printed Date	02/02/2023	Discounted	
Completed Date		Expensed	
Expiration Date	07/30/2023	Remaining	1,013,380
		Encumbered	1,013,380

Purchase Order 2023-00000183
Description CONSOLIDATED PIPE
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number EQUIPMENT

Department Vendor 21 G & A
16547 - CONSOLIDATED PIPE INC
CONSOLIDATED PIPE
DEPT 3147
PO BOX 2153
BIRMINGHAM, AL 35287-3147

G/L Date	01/30/2023	Amount	10,785
Deliver by Date	06/30/2023	Voided	
Printed Date	02/02/2023	Discounted	
Completed Date		Expensed	
Expiration Date	07/30/2023	Remaining	10,785
		Encumbered	10,785

Purchase Order 2023-00000185
Description INDUSTRIAL SOLUTIONS - CAUSTIC WTP
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number CAUSTIC FOR WTP

Department Vendor 21 G & A
89 - INDUSTRIAL SOLUTIONS & SUPPLY
INDUSTRIAL SOLUTIONS & SUPPLY
PO BOX 1172
MARION, SC 29571

G/L Date	01/30/2023	Amount	25,000
Deliver by Date	06/30/2023	Voided	
Printed Date	02/02/2023	Discounted	
Completed Date		Expensed	6,098
Expiration Date	07/30/2023	Remaining	18,901
		Encumbered	18,901

Purchase Order 2023-00000188
Description BRENNTAG - CAUSTIC SODIUM HYDROXIDE

Department Vendor 21 G & A
9902 - BRENNTAG MID-SOUTH INC

G/L Date	02/09/2023	Amount	25,000
Deliver by Date	06/30/2023	Voided	

Attachment: OpenPOReport 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)



OPEN PURCHASE ORDER REPORT - MONTHLY

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As of G/L Date 02/28/23

Report by Department - Purchase Order Number
Summary Listing

Department **21 G & A**

Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number BLANKET - CHEMICALS

BRENN TAG MID-SOUTH INC
PO BOX 752094
CHARLOTTE, NC 28275-2094

Printed Date 02/09/2023
Completed Date
Expiration Date 07/30/2023
Discounted Expensed
Remaining 25,000
Encumbered 25,000

Purchase Order 2023-00000190
Description RAFTELIS
Type Standard
Status Open
Bill To Location P-04 - Finance
Assigned To Buyer
Resolution Number PROFESSIONAL SERVICES

Department Vendor 21 G & A
19062 - RAFTELIS FINANCIAL CONSULTANTS INC
RAFTELIS FINANCIAL CONSULTANTS INC
DBA RAFTELIS
227 WEST TRADE ST SUITE 1400
CHARLOTTE, NC 28202

G/L Date 02/06/2023
Deliver by Date 06/30/2023
Printed Date 02/09/2023
Completed Date
Expiration Date 07/30/2023
Amount 22,500
Voided
Discounted
Expensed 11,250
Remaining 11,250
Encumbered 11,250

Department **21 G & A** Totals Purchase Orders 29
Amount \$3,869,843
Voided \$0
Discounted \$0
Expensed \$893,792
Remaining \$2,976,051
Encumbered \$2,976,051

Grand Totals Purchase Orders 94
Amount \$7,073,595
Voided \$0
Discounted \$0
Expensed \$1,882,163
Remaining \$5,179,311
Encumbered \$4,874,755

Attachment: OpenPORReport 2023.02.28 (3792 : February 2023 Finance and IT Monthly Report)



Budget Performance Report

18.K.5

Fiscal Year to Date 01/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 0010 - General Fund										
REVENUE										
Department 00 - Revenue										
311.001	Property Taxes - Real	3,637,037.00	682.00	3,637,719.00	.00	.00	443,918.05	3,193,800.95	12	2,088,702.
311.003	Property Taxes - Vehicles	335,647.00	.00	335,647.00	.00	.00	160,955.81	174,691.19	48	161,911.
311.004	Inventory Tax	133,000.00	.00	133,000.00	33,244.53	.00	66,489.06	66,510.94	50	33,244.
311.005	Prop Tax-Penalties & Cost	32,000.00	.00	32,000.00	.00	.00	.00	32,000.00	0	.
311.006	Homestead Exemption Tax	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	.
311.007	Manufacturer's Tax Reduce	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	.
311.008	Motor Carrier Lieu of Tax	15,000.00	.00	15,000.00	.00	.00	8,377.66	6,622.34	56	9,467.
321.001	Business Licenses	3,100,000.00	.00	3,100,000.00	19,863.38	.00	366,200.05	2,733,799.95	12	140,945.
321.002	Business Lic - Penalties	2,000.00	.00	2,000.00	367.23	.00	3,699.13	(1,699.13)	185	5,815.
322.001	Cable TV Franchise	112,500.00	.00	112,500.00	29,496.72	.00	58,699.32	53,800.68	52	114,858.
322.002	S.C. Electric & Gas Co.	65,000.00	.00	65,000.00	.00	.00	.00	65,000.00	0	.
323.001	Electrical Permits	5,000.00	.00	5,000.00	553.00	.00	5,806.00	(806.00)	116	2,498.
323.002	Plumbing Permits	3,200.00	.00	3,200.00	155.00	.00	1,365.00	1,835.00	43	1,539.
323.003	Gas Permits	2,500.00	.00	2,500.00	185.00	.00	961.00	1,539.00	38	1,295.
323.004	Building Permits	110,000.00	.00	110,000.00	9,119.00	.00	108,118.00	1,882.00	98	61,994.
323.005	Yard Sale Permits	75.00	.00	75.00	.00	.00	6.00	69.00	8	24.
323.006	Mobile Home Permits	500.00	.00	500.00	.00	.00	600.00	(100.00)	120	.
323.007	Demolition & Clearance	2,500.00	.00	2,500.00	150.00	.00	2,250.00	250.00	90	1,350.
323.008	Mechanical Permits	9,000.00	.00	9,000.00	456.00	.00	4,265.00	4,735.00	47	5,469.
323.010	Bus Lic Inspection Fee	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	475.
323.013	Burning Permit	100.00	.00	100.00	.00	.00	.00	100.00	0	50.
323.014	Construct Parking Permit	50.00	.00	50.00	95.00	.00	185.00	(135.00)	370	.
323.015	Reinspection Fee	5,000.00	.00	5,000.00	450.00	.00	3,995.00	1,005.00	80	2,175.
323.016	Permit Not Posted On-Site	100.00	.00	100.00	.00	.00	.00	100.00	0	75.
323.019	Stop Work Order Fee	1,000.00	.00	1,000.00	82.00	.00	1,548.00	(548.00)	155	653.
323.020	Board of Appeals Fee	500.00	.00	500.00	.00	.00	500.00	.00	100	.
323.021	Zoning Fees	7,500.00	.00	7,500.00	600.00	.00	5,950.00	1,550.00	79	4,650.
323.022	Plan Review Fee	40,000.00	.00	40,000.00	4,425.00	.00	72,117.50	(32,117.50)	180	24,704.
323.023	Sign Permit Fee	2,000.00	.00	2,000.00	225.00	.00	2,171.78	(171.78)	109	1,546.
323.024	Planning Commission Fees	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	300.

Attachment: Budget Performance Report January 2023 (3792 : February 2023 Finance and IT Monthly



Budget Performance Report

18.K.5

Fiscal Year to Date 01/31/23

Exclude Rollup Account

323.025	ARB Fees	1,000.00	.00	1,000.00	225.00	.00	1,000.00	.00	100	1,225.
323.026	Plat Approval Fees	500.00	.00	500.00	60.00	.00	911.00	(411.00)	182	340.
323.027	Special Events Permit	750.00	.00	750.00	.00	.00	534.00	216.00	71	285.
323.028	Miscellaneous permits	500.00	.00	500.00	.00	.00	175.00	325.00	35	.
324.008	Fire Impact Fee	55,000.00	.00	55,000.00	3,111.96	.00	84,061.19	(29,061.19)	153	33,167.
331.000	Federal Grants	519,604.00	.00	519,604.00	.00	.00	.00	519,604.00	0	.
332.000	State Grants	284,235.00	.00	284,235.00	.00	.00	15,872.00	268,363.00	6	.
332.008	Other Local Grants	5,000.00	.00	5,000.00	.00	.00	2,500.00	2,500.00	50	14,361.
335.001	Local Government Fund	230,000.00	.00	230,000.00	49,233.14	.00	(26,533.72)	256,533.72	-12	.
335.004	Fema Recovery	.00	.00	.00	.00	.00	.00	.00	+++	15,688.
344.005	SRO Reimbursement	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	.
351.001	Police Fines	55,000.00	.00	55,000.00	.00	.00	28,876.37	26,123.63	53	26,397.
351.003	Parking Fines	5,500.00	.00	5,500.00	1,237.50	.00	6,330.48	(830.48)	115	3,151.
351.007	Sunday Liquor Sales	15,000.00	.00	15,000.00	1,800.00	.00	3,450.00	11,550.00	23	2,000.
351.008	Victim's Asst. Fees-(%)	5,000.00	.00	5,000.00	.00	.00	3,675.61	1,324.39	74	3,933.
351.009	Victim's Asst. Flat Fees	3,000.00	.00	3,000.00	.00	.00	1,269.04	1,730.96	42	1,948.
351.010	Misc Police Revenue	5,000.00	.00	5,000.00	29.50	.00	8,277.80	(3,277.80)	166	1,723.
351.012	Traffic Education Program Fees	100.00	.00	100.00	.00	.00	.00	100.00	0	.
361.001	Investment Earnings	15,000.00	.00	15,000.00	30,995.63	.00	156,309.03	(141,309.03)	1042	7,430.
362.000	Rents and Royalties	15,000.00	.00	15,000.00	12,593.00	.00	17,762.87	(2,762.87)	118	31,249.
363.001	Fees for GIS/B&P Documents	75.00	.00	75.00	.00	.00	.00	75.00	0	62.
363.005	FOIA Fees	500.00	.00	500.00	.00	.00	757.26	(257.26)	151	176.
364.000	Housing Authority FILOT	45,000.00	.00	45,000.00	.00	.00	.00	45,000.00	0	44,676.
364.001	Steel Mill FILOT	5,000.00	.00	5,000.00	.00	.00	5,843.40	(843.40)	117	.
368.000	Work Comp Reimbursement	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.
368.100	Retirement System Reimbursement Credit	.00	.00	.00	.00	.00	.00	.00	+++	45,186.
369.000	Cash Over & Short	100.00	.00	100.00	.00	.00	(19.00)	119.00	-19	.
369.002	Miscellaneous Revenue	70,000.00	.00	70,000.00	501.09	.00	9,410.50	60,589.50	13	130,772.
369.003	Insurance Proceeds	15,000.00	.00	15,000.00	1,966.98	.00	21,731.90	(6,731.90)	145	14,360.
369.005	Set-off Debt Collection Fees	1,500.00	.00	1,500.00	.00	.00	100.00	1,400.00	7	50.
369.013	Returned Check Fees	3,400.00	.00	3,400.00	390.00	.00	1,830.00	1,570.00	54	1,560.
391.001	Sale of Assets	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	4,865.
392.001	From Electric Fund	730,628.00	.00	730,628.00	60,885.67	.00	426,199.69	304,428.31	58	422,283.
392.002	From Water Fund	295,279.00	.00	295,279.00	24,606.67	.00	172,246.69	123,032.31	58	152,021.
392.003	From Accom Tax Fund	32,000.00	.00	32,000.00	1,577.09	.00	1,577.09	30,422.91	5	26,477.

Attachment: Budget Performance Report January 2023 (3792 : February 2023 Finance and IT Monthly



Budget Performance Report

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Fiscal Year to Date 01/31/23

Exclude Rollup Account

392.005	From Wastewater Fund	319,817.00	.00	319,817.00	26,651.33	.00	186,559.31	133,257.69	58	184,538.
392.007	From Stormwater Fund	.00	.00	.00	.00	.00	.00	.00	+++	99,520.
392.009	From Hospitality Fund	125,000.00	.00	125,000.00	10,416.67	.00	72,916.69	52,083.31	58	72,916.
392.017	Transfers from ARPA Funds	.00	.00	.00	.00	.00	.00	.00	+++	295,951.
394.002	Transfer from fund balance	1,800,000.00	.00	1,800,000.00	.00	.00	.00	1,800,000.00	0	.

Department	00 - Revenue Totals	\$12,636,697.00	\$682.00	\$12,637,379.00	\$325,748.09	\$0.00	\$2,521,801.56	\$10,115,577.44	20%	\$4,302,064.
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REVENUE TOTALS		\$12,636,697.00	\$682.00	\$12,637,379.00	\$325,748.09	\$0.00	\$2,521,801.56	\$10,115,577.44	20%	\$4,302,064.
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EXPENSE

Department 01 - Administration

400.101	Regular Pay	372,929.00	.00	372,929.00	25,412.24	.00	217,667.31	155,261.69	58	186,042.
401.103	Overtime	3,000.00	.00	3,000.00	61.33	.00	3,926.16	(926.16)	131	2,964.
401.106	Contract Labor	1,500.00	.00	1,500.00	450.00	.00	825.00	675.00	55	.
405.114	FICA	28,874.00	.00	28,874.00	1,866.83	.00	16,165.28	12,708.72	56	13,877.
406.116	Retirement	66,276.00	.00	66,276.00	4,451.60	.00	38,171.31	28,104.69	58	29,272.
408.125	SCMIT Worker's Comp Ins.	11,638.00	.00	11,638.00	2,264.58	2,264.58	6,249.66	3,123.76	73	6,271.
410.001	Health Claims Cost	50,050.00	.00	50,050.00	2,714.84	.00	13,601.68	36,448.32	27	16,810.
500.101	Supplies and Materials	5,000.00	.00	5,000.00	1,894.06	.00	4,628.49	371.51	93	2,556.
500.102	Equipment	2,900.00	.00	2,900.00	621.15	.00	3,190.13	(290.13)	110	445.
500.103	Furniture	125.00	.00	125.00	.00	.00	.00	125.00	0	1,271.
500.105	Printing and Binding	250.00	.00	250.00	.00	.00	.00	250.00	0	.
610.111	Communications- Landline	6,000.00	.00	6,000.00	416.27	.00	3,336.06	2,663.94	56	3,339.
610.112	Postage	600.00	.00	600.00	37.50	.00	725.83	(125.83)	121	389.
610.1110	Communications- Wireless	3,000.00	.00	3,000.00	.00	.00	1,164.57	1,835.43	39	713.
620.114	Advertising	500.00	.00	500.00	.00	.00	285.46	214.54	57	381.
640.124	Travel Expense	3,000.00	.00	3,000.00	76.30	.00	1,798.77	1,201.23	60	2,399.
650.127	Electricity	3,900.00	.00	3,900.00	403.32	.00	1,920.84	1,979.16	49	1,746.
650.128	Water	500.00	.00	500.00	52.28	.00	364.40	135.60	73	272.
650.129	Wastewater	700.00	.00	700.00	57.20	.00	398.77	301.23	57	351.
650.130	Sanitation	1,000.00	.00	1,000.00	85.24	.00	596.68	403.32	60	596.
650.133	Stormwater	700.00	.00	700.00	77.18	.00	527.42	172.58	75	395.
650.134	Security Lights	1,900.00	.00	1,900.00	157.50	.00	1,102.50	797.50	58	1,102.
650.1271	Electricity- Sales Tax	150.00	.00	150.00	9.23	.00	64.53	85.47	43	70.
660.105	COVID-19 Pandemic Expense	1,500.00	.00	1,500.00	.00	.00	1,687.52	(187.52)	113	5,934.
660.139	Fleet Services-RTA Mtce Allocation	100.00	.00	100.00	.00	.00	151.96	(51.96)	152	136.
660.145	Gasoline & Oil	500.00	.00	500.00	.00	.00	.00	500.00	0	172.



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660.1391	Fleet Services -Departmental Expense Allocation	600.00	.00	600.00	30.80	.00	373.76	226.24	62	319.
660.1392	Fleet Svcs- Outside Vends	500.00	.00	500.00	.00	.00	306.34	193.66	61	.
670.156	Equipment Rental/Lease	5,900.00	.00	5,900.00	338.92	.00	3,031.78	2,868.22	51	2,915.
685.180	Membership Dues and Fees	3,184.00	.00	3,184.00	260.00	.00	1,859.50	1,324.50	58	1,749.
685.182	Other Operating Expenses	3,750.00	.00	3,750.00	59.29	.00	1,096.90	2,653.10	29	962.
685.186	Training	5,375.00	.00	5,375.00	467.43	.00	2,862.43	2,512.57	53	561.
685.1801	Subscriptions	300.00	.00	300.00	.00	.00	25.31	274.69	8	25.
686.187	Professional Services	55,000.00	.00	55,000.00	.00	.00	.00	55,000.00	0	.
686.189	Employee Medical	.00	.00	.00	.00	.00	150.00	(150.00)	+++	.
686.195	Repair/Maint Svc Contract	2,400.00	.00	2,400.00	.00	.00	559.08	1,840.92	23	542.
686.1895	Employee wellness services	1,250.00	.00	1,250.00	144.96	.00	912.76	337.24	73	725.
795.001	IT Internal Allocations	.00	.00	.00	2,232.74	.00	12,977.00	(12,977.00)	+++	11,351.
795.995	GF Cost Distribution	(257,940.00)	.00	(257,940.00)	(21,495.00)	.00	(150,465.00)	(107,475.00)	58	(182,454.9
Sub Department 02 - Mayor and Council										
400.101	Regular Pay	111,105.00	.00	111,105.00	7,334.94	.00	66,856.93	44,248.07	60	71,878.
405.114	FICA	8,499.00	.00	8,499.00	513.75	.00	4,735.42	3,763.58	56	5,043.
406.116	Retirement	19,509.00	.00	19,509.00	855.57	.00	8,074.51	11,434.49	41	8,079.
408.125	SCMIT Worker's Comp Ins.	2,832.00	.00	2,832.00	.00	.00	.00	2,832.00	0	.
410.001	Health Claims Cost	63,700.00	.00	63,700.00	1,678.38	.00	12,588.66	51,111.34	20	15,537.
500.101	Supplies and Materials	1,000.00	.00	1,000.00	1,049.14	.00	1,659.26	(659.26)	166	480.
500.102	Equipment	500.00	.00	500.00	.00	.00	25.73	474.27	5	27.
500.105	Printing and Binding	600.00	.00	600.00	.00	.00	.00	600.00	0	.
610.111	Communications- Landline	600.00	.00	600.00	43.55	.00	349.27	250.73	58	346.
610.112	Postage	250.00	.00	250.00	.00	.00	54.42	195.58	22	46.
610.1110	Communications- Wireless	6,300.00	.00	6,300.00	.00	.00	2,845.44	3,454.56	45	2,300.
620.114	Advertising	2,500.00	.00	2,500.00	111.00	.00	1,167.00	1,333.00	47	839.
640.124	Travel Expense	7,200.00	.00	7,200.00	.00	.00	920.48	6,279.52	13	7,268.
660.105	COVID-19 Pandemic Expense	250.00	.00	250.00	.00	.00	.00	250.00	0	.
670.156	Equipment Rental/Lease	10,000.00	.00	10,000.00	.00	3,786.90	5,301.73	911.37	91	4,954.
685.180	Membership Dues and Fees	2,000.00	.00	2,000.00	.00	.00	150.00	1,850.00	8	1,126.
685.182	Other Operating Expenses	2,700.00	.00	2,700.00	.00	.00	501.78	2,198.22	19	354.
685.186	Training	6,200.00	.00	6,200.00	.00	.00	1,230.00	4,970.00	20	1,401.
686.187	Professional Services	300.00	.00	300.00	.00	.00	.00	300.00	0	.
686.1895	Employee wellness services	5,500.00	.00	5,500.00	531.51	.00	3,346.79	2,153.21	61	2,658.
795.001	IT Internal Allocations	19,300.00	.00	19,300.00	2,551.70	.00	14,830.87	4,469.13	77	13,673.

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Sub Department 02 - Mayor and Council Totals		\$270,845.00	\$0.00	\$270,845.00	\$14,669.54	\$3,786.90	\$124,638.29	\$142,419.81	47%	\$136,016.
Department 01 - Administration Totals		\$657,756.00	\$0.00	\$657,756.00	\$37,817.33	\$6,051.48	\$316,878.48	\$334,826.04	49%	\$250,228.
Department 04 - Finance										
400.101	Regular Pay	533,374.00	.00	533,374.00	30,545.79	.00	260,382.64	272,991.36	49	255,066.
401.103	Overtime	5,000.00	.00	5,000.00	(27.53)	.00	1,721.65	3,278.35	34	2,924.
401.106	Contract Labor	10,000.00	.00	10,000.00	.00	.00	6,778.81	3,221.19	68	.
405.114	FICA	41,949.00	.00	41,949.00	2,212.09	.00	19,218.32	22,730.68	46	18,846.
406.116	Retirement	96,294.00	.00	96,294.00	5,369.04	.00	45,139.61	51,154.39	47	39,524.
408.125	SCMIT Worker's Comp Ins.	16,426.00	.00	16,426.00	1,241.48	1,241.48	3,426.22	11,758.30	28	3,438.
410.001	Health Claims Cost	118,755.00	.00	118,755.00	3,844.40	.00	25,442.84	93,312.16	21	33,191.
410.002	Health Claim Costs-Retire	10,535.00	.00	10,535.00	.00	.00	971.60	9,563.40	9	1,096.
500.101	Supplies and Materials	6,500.00	.00	6,500.00	569.61	.00	2,606.61	3,893.39	40	2,210.
500.102	Equipment	2,500.00	.00	2,500.00	.00	.00	423.98	2,076.02	17	205.
500.103	Furniture	400.00	.00	400.00	.00	.00	.00	400.00	0	390.
610.111	Communications- Landline	3,500.00	.00	3,500.00	234.59	.00	1,880.57	1,619.43	54	1,872.
610.112	Postage	11,600.00	.00	11,600.00	1,604.69	.00	4,160.55	7,439.45	36	(83.9
610.1110	Communications- Wireless	750.00	.00	750.00	.00	.00	277.74	472.26	37	278.
640.124	Travel Expense	5,000.00	.00	5,000.00	354.00	(1,040.00)	1,351.25	4,688.75	6	1,249.
650.127	Electricity	3,200.00	.00	3,200.00	210.45	.00	1,425.52	1,774.48	45	1,365.
650.128	Water	500.00	.00	500.00	44.82	.00	312.35	187.65	62	233.
650.129	Wastewater	600.00	.00	600.00	49.02	.00	341.76	258.24	57	301.
650.130	Sanitation	1,000.00	.00	1,000.00	73.06	.00	511.42	488.58	51	511.
650.133	Stormwater	625.00	.00	625.00	66.17	.00	452.15	172.85	72	339.
650.134	Security Lights	1,750.00	.00	1,750.00	135.00	.00	945.00	805.00	54	945.
650.1271	Electricity- Sales Tax	200.00	.00	200.00	7.91	.00	55.30	144.70	28	60.
660.105	COVID-19 Pandemic Expense	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	490.
670.156	Equipment Rental/Lease	9,000.00	.00	9,000.00	587.88	.00	5,166.64	3,833.36	57	5,209.
685.180	Membership Dues and Fees	1,800.00	.00	1,800.00	600.00	.00	890.00	910.00	49	820.
685.182	Other Operating Expenses	25,000.00	(140.00)	24,860.00	16.50	(6,717.24)	5,958.73	25,618.51	-3	26,670.
685.184	Continuing Education	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,045.
685.186	Training	3,250.00	140.00	3,390.00	429.90	.00	1,127.80	2,262.20	33	891.
685.1801	Subscriptions	550.00	.00	550.00	.00	.00	.00	550.00	0	.
686.189	Employee Medical	750.00	.00	750.00	.00	.00	150.00	600.00	20	.
686.195	Repair/Maint Svc Contract	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.
686.1895	Employee wellness services	6,250.00	.00	6,250.00	483.19	.00	3,042.52	3,207.48	49	2,417.

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795.001	IT Internal Allocations	30,000.00	.00	30,000.00	2,232.74	.00	12,977.01	17,022.99	43	11,351.
795.995	GF Cost Distribution	(381,023.00)	.00	(381,023.00)	(31,751.92)	.00	(222,263.44)	(158,759.56)	58	(165,818.)
Department 04 - Finance Totals		\$571,535.00	\$0.00	\$571,535.00	\$19,132.88	(\$6,515.76)	\$184,875.15	\$393,175.61	31%	\$248,044.
Department 05 - Police										
Sub Department 05 - Police Staff Services										
400.101	Regular Pay	1,950,574.00	682.00	1,951,256.00	107,657.85	.00	978,510.72	972,745.28	50	987,025.
401.103	Overtime	105,000.00	.00	105,000.00	16,963.04	.00	78,620.99	26,379.01	75	55,137.
401.105	On-call pay	6,000.00	.00	6,000.00	400.00	.00	3,000.00	3,000.00	50	3,000.
405.114	FICA	157,706.00	.00	157,706.00	9,052.77	.00	77,181.21	80,524.79	49	75,642.
406.116	Retirement	417,261.00	.00	417,261.00	24,546.87	.00	208,061.38	209,199.62	50	184,115.
408.125	SCMIT Worker's Comp Ins.	138,421.00	.00	138,421.00	31,933.99	31,600.30	87,543.51	19,277.19	86	88,189.
410.001	Health Claims Cost	356,265.00	.00	356,265.00	18,348.39	.00	132,409.95	223,855.05	37	152,920.
410.002	Health Claim Costs-Retire	38,179.00	.00	38,179.00	(2,212.12)	.00	23,807.96	14,371.04	62	28,438.
500.101	Supplies and Materials	22,005.00	.00	22,005.00	913.66	.00	11,969.69	10,035.31	54	12,679.
500.102	Equipment	20,650.00	.00	20,650.00	7,559.38	.00	8,063.17	12,586.83	39	4,578.
500.103	Furniture	6,000.00	.00	6,000.00	.00	.00	1,532.76	4,467.24	26	117.
501.101	Uniforms and Clothing	47,900.00	.00	47,900.00	2,667.28	.00	13,788.63	34,111.37	29	14,734.
610.111	Communications- Landline	7,000.00	.00	7,000.00	597.33	.00	4,502.74	2,497.26	64	4,289.
610.112	Postage	250.00	.00	250.00	22.77	.00	135.59	114.41	54	48.
610.1110	Communications- Wireless	68,084.00	.00	68,084.00	8,061.19	1,407.00	44,393.24	22,283.76	67	36,998.
620.114	Advertising	1,500.00	.00	1,500.00	.00	.00	718.36	781.64	48	.
640.124	Travel Expense	17,712.00	.00	17,712.00	261.00	.00	6,701.73	11,010.27	38	1,903.
650.127	Electricity	29,500.00	.00	29,500.00	2,372.61	.00	16,390.48	13,109.52	56	15,857.
650.128	Water	2,800.00	.00	2,800.00	294.27	.00	2,103.70	696.30	75	1,850.
650.129	Wastewater	2,600.00	.00	2,600.00	219.08	.00	1,578.03	1,021.97	61	1,400.
650.130	Sanitation	2,300.00	.00	2,300.00	182.46	.00	1,277.22	1,022.78	56	1,277.
650.133	Stormwater	2,500.00	.00	2,500.00	270.56	.00	1,848.83	651.17	74	1,387.
650.134	Security Lights	4,000.00	.00	4,000.00	309.89	.00	2,169.23	1,830.77	54	2,169.
650.1271	Electricity- Sales Tax	1,200.00	.00	1,200.00	75.00	.00	551.79	648.21	46	609.
660.105	COVID-19 Pandemic Expense	1,500.00	.00	1,500.00	508.80	.00	3,561.60	(2,061.60)	237	4,800.
660.133	Repairs & Maint. Services	23,150.00	.00	23,150.00	1,153.08	.00	17,004.05	6,145.95	73	5,060.
660.139	Fleet Services-RTA Mtce Allocation	15,000.00	.00	15,000.00	837.75	.00	21,309.50	(6,309.50)	142	15,254.
660.145	Gasoline & Oil	83,780.00	.00	83,780.00	6,329.46	.00	49,601.26	34,178.74	59	45,120.
660.1391	Fleet Services -Departmental Expense Allocation	30,000.00	.00	30,000.00	3,882.04	.00	29,870.50	129.50	100	27,961.
660.1392	Fleet Svcs- Outside Vends	30,000.00	.00	30,000.00	3,921.96	.00	23,263.25	6,736.75	78	19,600.

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670.156	Equipment Rental/Lease	6,600.00	.00	6,600.00	468.63	.00	3,784.11	2,815.89	57	3,913.
682.1721	Prisoner Housing	70,000.00	.00	70,000.00	6,547.50	10,000.00	28,552.50	31,447.50	55	11,232.
685.180	Membership Dues and Fees	1,800.00	.00	1,800.00	340.00	.00	1,120.00	680.00	62	980.
685.182	Other Operating Expenses	6,900.00	.00	6,900.00	653.81	.00	3,794.19	3,105.81	55	3,583.
685.184	Continuing Education	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,000.
685.186	Training	8,946.00	.00	8,946.00	1,055.00	.00	4,205.00	4,741.00	47	2,562.
685.187	Special Projects	18,779.00	.00	18,779.00	588.18	(4,141.94)	3,325.10	19,595.84	-4	2,613.
685.189	Reserve Program	2,500.00	.00	2,500.00	1,422.52	.00	1,422.52	1,077.48	57	.
685.1801	Subscriptions	4,825.00	.00	4,825.00	.00	.00	2,454.10	2,370.90	51	2,240.
685.1861	Law Enforce Accreditation/Policy	6,500.00	.00	6,500.00	.00	.00	5,207.11	1,292.89	80	3,961.
686.184	Technology Services	40,000.00	.00	40,000.00	709.10	.00	1,266.00	38,734.00	3	34,299.
686.189	Employee Medical	14,550.00	.00	14,550.00	807.00	.00	4,457.96	10,092.04	31	350.
686.194	Other Prof/Tech Services	75,000.00	.00	75,000.00	.00	37,500.00	37,500.00	.00	100	37,500.
686.195	Repair/Maint Svc Contract	36,800.00	.00	36,800.00	1,008.75	.00	8,465.02	28,334.98	23	24,263.
686.1895	Employee wellness services	15,000.00	.00	15,000.00	1,691.16	.00	10,648.89	4,351.11	71	8,459.
687.203	Contract Services	15,170.00	.00	15,170.00	659.95	.00	4,619.65	10,550.35	30	3,959.
720.120	Donations and Promotions	.00	.00	.00	1,242.64	.00	3,008.29	(3,008.29)	+++	.
795.001	IT Internal Allocations	22,500.00	.00	22,500.00	2,232.74	.00	12,977.01	9,522.99	58	11,351.
795.010	911 Expense Billing	(2,000.00)	.00	(2,000.00)	(240.03)	.00	(9,085.64)	7,085.64	454	(786.1)
900.4100	Vehicles	.00	.00	.00	.00	54,285.95	54,398.38	(108,684.33)	+++	.
900.4300	Other Equipment	.00	.00	.00	.00	(12,868.07)	5,551.84	7,316.23	+++	.
Sub Department 05 - Police Staff Services Totals		\$3,935,707.00	\$682.00	\$3,936,389.00	\$266,317.31	\$117,783.24	\$2,039,143.10	\$1,779,462.66	55%	\$1,944,653.
Sub Department 07 - Victim's Advocate										
400.101	Regular Pay	35,797.00	.00	35,797.00	2,360.59	.00	20,778.34	15,018.66	58	19,780.
401.103	Overtime	2,000.00	.00	2,000.00	.00	.00	284.44	1,715.56	14	274.
405.114	FICA	2,891.00	.00	2,891.00	171.39	.00	1,542.35	1,348.65	53	1,465.
406.116	Retirement	7,245.00	.00	7,245.00	410.18	.00	3,605.23	3,639.77	50	3,055.
408.125	SCMIT Worker's Comp Ins.	723.00	.00	723.00	275.88	275.88	761.38	(314.26)	143	764.
410.001	Health Claims Cost	9,100.00	.00	9,100.00	419.72	.00	2,938.04	6,161.96	32	3,158.
500.101	Supplies and Materials	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	360.
501.101	Uniforms and Clothing	400.00	.00	400.00	.00	.00	290.90	109.10	73	.
610.111	Communications- Landline	180.00	.00	180.00	10.89	.00	87.31	92.69	49	86.
610.112	Postage	100.00	.00	100.00	.00	.00	138.27	(38.27)	138	.
610.1110	Communications- Wireless	1,300.00	.00	1,300.00	157.18	.00	752.68	547.32	58	653.
640.124	Travel Expense	552.00	.00	552.00	.00	.00	.00	552.00	0	.

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660.133	Repairs & Maint. Services	500.00	.00	500.00	.00	.00	.00	500.00	0	.
660.139	Fleet Services-RTA Mtce Allocation	200.00	.00	200.00	.00	.00	.00	200.00	0	.
660.145	Gasoline & Oil	1,000.00	.00	1,000.00	42.47	.00	258.53	741.47	26	297.
660.1391	Fleet Services -Departmental Expense Allocation	600.00	.00	600.00	46.19	.00	375.01	224.99	63	334.
670.156	Equipment Rental/Lease	200.00	.00	200.00	.00	.00	.00	200.00	0	.
685.180	Membership Dues and Fees	250.00	.00	250.00	.00	.00	.00	250.00	0	30.
685.182	Other Operating Expenses	1,200.00	.00	1,200.00	.00	.00	30.72	1,169.28	3	.
685.186	Training	650.00	.00	650.00	.00	.00	.00	650.00	0	131.
685.187	Special Projects	200.00	.00	200.00	.00	.00	.00	200.00	0	.
686.189	Employee Medical	425.00	.00	425.00	.00	.00	.00	425.00	0	125.
686.195	Repair/Maint Svc Contract	500.00	.00	500.00	.00	.00	385.00	115.00	77	385.
686.1895	Employee wellness services	500.00	.00	500.00	48.32	.00	304.25	195.75	61	241.
795.001	IT Internal Allocations	4,500.00	.00	4,500.00	318.96	.00	1,853.85	2,646.15	41	1,621.
Sub Department 07 - Victim's Advocate Totals		\$72,013.00	\$0.00	\$72,013.00	\$4,261.77	\$275.88	\$34,386.30	\$37,350.82	48%	\$32,766.
Sub Department 26 - Grants										
500.101	Supplies and Materials	1,350.00	.00	1,350.00	.00	.00	.00	1,350.00	0	.
500.102	Equipment	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.
501.101	Uniforms and Clothing	800.00	.00	800.00	.00	.00	.00	800.00	0	380.
610.1110	Communications- Wireless	3,000.00	.00	3,000.00	389.78	.00	2,035.10	964.90	68	1,761.
640.124	Travel Expense	2,732.00	.00	2,732.00	.00	.00	.00	2,732.00	0	1,425.
660.133	Repairs & Maint. Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.
660.139	Fleet Services-RTA Mtce Allocation	600.00	.00	600.00	190.63	.00	864.66	(264.66)	144	489.
660.145	Gasoline & Oil	3,500.00	.00	3,500.00	215.22	.00	1,333.22	2,166.78	38	452.
660.1391	Fleet Services -Departmental Expense Allocation	1,000.00	.00	1,000.00	84.47	.00	971.26	28.74	97	536.
660.1392	Fleet Svcs- Outside Vends	.00	.00	.00	.00	.00	2,063.18	(2,063.18)	+++	383.
685.182	Other Operating Expenses	2,500.00	.00	2,500.00	.00	.00	53.00	2,447.00	2	.
685.186	Training	800.00	.00	800.00	.00	.00	.00	800.00	0	.
685.187	Special Projects	1,000.00	.00	1,000.00	.00	.00	714.04	285.96	71	.
Sub Department 26 - Grants Totals		\$20,282.00	\$0.00	\$20,282.00	\$880.10	\$0.00	\$8,034.46	\$12,247.54	40%	\$5,428.
Department 05 - Police Totals		\$4,028,002.00	\$682.00	\$4,028,684.00	\$271,459.18	\$118,059.12	\$2,081,563.86	\$1,829,061.02	55%	\$1,982,848
Department 09 - Planning & Community Development										
400.101	Regular Pay	494,977.00	.00	494,977.00	20,286.81	.00	202,408.86	292,568.14	41	193,596.
401.103	Overtime	2,500.00	.00	2,500.00	196.37	.00	1,337.88	1,162.12	54	1,575.
405.114	FICA	38,057.00	.00	38,057.00	1,479.61	.00	15,052.41	23,004.59	40	14,278.
406.116	Retirement	87,357.00	.00	87,357.00	3,718.13	.00	36,246.46	51,110.54	41	30,936.

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408.125	SCMIT Worker's Comp Ins.	8,748.00	.00	8,748.00	1,092.04	1,092.04	3,013.80	4,642.16	47	3,024.
410.001	Health Claims Cost	72,800.00	.00	72,800.00	3,131.90	.00	20,565.06	52,234.94	28	24,868.
500.101	Supplies and Materials	3,540.00	.00	3,540.00	1,197.65	.00	3,050.13	489.87	86	1,962.
500.102	Equipment	3,500.00	.00	3,500.00	.00	.00	1,852.04	1,647.96	53	2,852.
500.103	Furniture	200.00	.00	200.00	.00	.00	.00	200.00	0	.
500.105	Printing and Binding	2,320.00	.00	2,320.00	.00	.00	.00	2,320.00	0	194.
610.111	Communications- Landline	2,000.00	.00	2,000.00	125.85	.00	1,008.65	991.35	50	1,008.
610.112	Postage	1,300.00	.00	1,300.00	547.47	.00	1,889.61	(589.61)	145	998.
610.1110	Communications- Wireless	3,000.00	.00	3,000.00	.00	.00	3,133.16	(133.16)	104	1,248.
620.114	Advertising	3,820.00	.00	3,820.00	774.60	.00	3,086.85	733.15	81	1,575.
640.124	Travel Expense	2,640.00	.00	2,640.00	179.73	.00	2,167.06	472.94	82	343.
650.127	Electricity	2,000.00	.00	2,000.00	140.29	.00	950.32	1,049.68	48	910.
650.128	Water	300.00	.00	300.00	29.88	.00	208.24	91.76	69	155.
650.129	Wastewater	400.00	.00	400.00	32.69	.00	227.88	172.12	57	200.
650.130	Sanitation	625.00	.00	625.00	48.71	.00	340.97	284.03	55	340.
650.133	Stormwater	450.00	.00	450.00	44.11	.00	301.39	148.61	67	226.
650.134	Security Lights	1,250.00	.00	1,250.00	90.00	.00	630.00	620.00	50	630.
650.1271	Electricity- Sales Tax	75.00	.00	75.00	5.28	.00	36.86	38.14	49	40.
660.103	Emergency Preparedness	.00	.00	.00	.00	.00	.00	.00	+++	72.
660.105	COVID-19 Pandemic Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	.
660.133	Repairs & Maint. Services	927.00	.00	927.00	.00	.00	.00	927.00	0	.
660.139	Fleet Services-RTA Mtce Allocation	500.00	.00	500.00	.00	.00	157.16	342.84	31	508.
660.145	Gasoline & Oil	3,500.00	.00	3,500.00	245.15	.00	2,178.21	1,321.79	62	1,185.
660.1391	Fleet Services -Departmental Expense Allocation	1,000.00	.00	1,000.00	101.63	.00	1,017.52	(17.52)	102	900.
660.1392	Fleet Svcs- Outside Vends	.00	.00	.00	.00	.00	99.95	(99.95)	+++	.
670.156	Equipment Rental/Lease	7,500.00	.00	7,500.00	1,203.04	.00	6,182.56	1,317.44	82	4,690.
685.180	Membership Dues and Fees	1,623.00	.00	1,623.00	560.00	.00	1,803.00	(180.00)	111	542.
685.182	Other Operating Expenses	600.00	.00	600.00	199.00	.00	893.80	(293.80)	149	982.
685.184	Continuing Education	450.00	.00	450.00	.00	.00	2,945.16	(2,495.16)	654	233.
685.186	Training	3,783.00	.00	3,783.00	1,500.00	.00	3,973.52	(190.52)	105	7,829.
685.192	KGB Operations	.00	.00	.00	.00	.00	.00	.00	+++	838.
685.1801	Subscriptions	500.00	.00	500.00	.00	.00	.00	500.00	0	.
686.189	Employee Medical	.00	.00	.00	150.00	.00	285.00	(285.00)	+++	60.
686.191	Contract Services/Studies	391,000.00	.00	391,000.00	8,361.80	16,860.00	47,548.05	326,591.95	16	52,056.
686.1895	Employee wellness services	.00	.00	.00	241.59	.00	1,521.28	(1,521.28)	+++	1,208.

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795.001	IT Internal Allocations	18,400.00	.00	18,400.00	956.89	.00	5,561.59	12,838.41	30	4,864.
Department 09 - Planning & Community Development Totals		\$1,162,142.00	\$0.00	\$1,162,142.00	\$46,640.22	\$17,952.04	\$371,674.43	\$772,515.53	34%	\$356,939.
Department 10 - Municipal Court										
400.101	Regular Pay	135,379.00	1,657.00	137,036.00	9,004.69	.00	81,818.71	55,217.29	60	76,057.
401.103	Overtime	5,000.00	(857.00)	4,143.00	2.33	.00	2,355.25	1,787.75	57	2,062.
401.105	On-call pay	6,000.00	(800.00)	5,200.00	400.00	.00	3,000.00	2,200.00	58	2,900.
405.114	FICA	11,198.00	.00	11,198.00	709.75	.00	6,593.92	4,604.08	59	6,119.
406.116	Retirement	25,704.00	.00	25,704.00	1,647.53	.00	15,050.23	10,653.77	59	12,455.
408.125	SCMIT Worker's Comp Ins.	4,386.00	.00	4,386.00	678.22	678.22	1,871.74	1,836.04	58	1,878.
410.001	Health Claims Cost	31,850.00	.00	31,850.00	437.30	.00	3,061.10	28,788.90	10	3,507.
500.101	Supplies and Materials	2,500.00	.00	2,500.00	54.48	.00	2,084.51	415.49	83	1,307.
500.102	Equipment	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.
610.111	Communications- Landline	400.00	.00	400.00	32.66	.00	261.93	138.07	65	259.
610.112	Postage	3,000.00	.00	3,000.00	376.38	.00	1,719.50	1,280.50	57	1,867.
610.1110	Communications- Wireless	200.00	.00	200.00	.00	.00	.00	200.00	0	.
640.124	Travel Expense	1,600.00	.00	1,600.00	.00	.00	59.21	1,540.79	4	26.
650.127	Electricity	5,100.00	.00	5,100.00	441.21	.00	3,047.95	2,052.05	60	2,948.
650.128	Water	400.00	.00	400.00	44.86	.00	320.71	79.29	80	282.
650.129	Wastewater	300.00	.00	300.00	33.40	.00	240.59	59.41	80	213.
650.130	Sanitation	100.00	.00	100.00	9.67	.00	67.69	32.31	68	67.
650.133	Stormwater	200.00	.00	200.00	23.74	.00	162.22	37.78	81	121.
650.134	Security Lights	500.00	.00	500.00	38.11	.00	266.77	233.23	53	266.
650.1271	Electricity- Sales Tax	200.00	.00	200.00	13.94	.00	102.60	97.40	51	113.
660.105	COVID-19 Pandemic Expense	400.00	.00	400.00	508.80	.00	2,035.20	(1,635.20)	509	226.
660.133	Repairs & Maint. Services	9,300.00	.00	9,300.00	653.83	.00	2,074.97	7,225.03	22	664.
660.139	Fleet Services-RTA Mtce Allocation	500.00	.00	500.00	.00	.00	.00	500.00	0	.
660.145	Gasoline & Oil	800.00	.00	800.00	.00	.00	174.85	625.15	22	259.
660.1391	Fleet Services -Departmental Expense Allocation	500.00	.00	500.00	30.80	.00	250.01	249.99	50	222.
670.156	Equipment Rental/Lease	2,300.00	.00	2,300.00	.00	.00	882.82	1,417.18	38	1,083.
685.180	Membership Dues and Fees	100.00	.00	100.00	110.00	.00	110.00	(10.00)	110	80.
685.182	Other Operating Expenses	3,600.00	.00	3,600.00	293.00	.00	1,409.00	2,191.00	39	1,552.
685.186	Training	500.00	.00	500.00	.00	.00	.00	500.00	0	131.
686.187	Professional Services	66,300.00	.00	66,300.00	.00	18,000.00	9,073.43	39,226.57	41	22,793.
686.189	Employee Medical	250.00	.00	250.00	.00	.00	.00	250.00	0	.
686.195	Repair/Maint Svc Contract	2,200.00	.00	2,200.00	.00	.00	307.81	1,892.19	14	1,233.

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686.1895	Employee wellness services	1,500.00	.00	1,500.00	144.96	.00	912.76	587.24	61	725.
795.001	IT Internal Allocations	22,500.00	.00	22,500.00	1,594.81	.00	9,269.28	13,230.72	41	8,108.
Department 10 - Municipal Court Totals		\$346,267.00	\$0.00	\$346,267.00	\$17,284.47	\$18,678.22	\$148,584.76	\$179,004.02	48%	\$149,537.
Department 11 - Fire										
400.101	Regular Pay	1,533,053.00	.00	1,533,053.00	87,341.66	.00	790,171.45	742,881.55	52	794,002.
401.103	Overtime	125,000.00	.00	125,000.00	1,917.48	.00	115,334.00	9,666.00	92	70,576.
402.111	Volunteer Employees	3,000.00	.00	3,000.00	60.00	.00	195.00	2,805.00	6	345.
405.114	FICA	126,840.00	.00	126,840.00	6,311.53	.00	65,413.85	61,426.15	52	61,503.
406.116	Retirement	335,586.00	.00	335,586.00	18,152.22	.00	175,602.01	159,983.99	52	158,898.
408.125	SCMIT Worker's Comp Ins.	89,092.00	.00	89,092.00	17,477.06	17,254.30	47,840.78	23,996.92	73	48,270.
410.001	Health Claims Cost	304,850.00	.00	304,850.00	15,464.08	.00	114,148.45	190,701.55	37	142,310.
410.002	Health Claim Costs-Retire	49,969.00	.00	49,969.00	(1,014.56)	.00	11,459.10	38,509.90	23	27,999.
500.101	Supplies and Materials	20,000.00	.00	20,000.00	468.06	.00	9,772.11	10,227.89	49	9,920.
500.102	Equipment	35,800.00	.00	35,800.00	3,857.18	.00	9,513.03	26,286.97	27	12,037.
500.103	Furniture	6,200.00	.00	6,200.00	322.22	.00	1,349.36	4,850.64	22	3,235.
500.105	Printing and Binding	500.00	.00	500.00	.00	.00	.00	500.00	0	178.
500.107	Technology Supplies	11,440.00	.00	11,440.00	308.98	.00	5,698.96	5,741.04	50	2,563.
501.101	Uniforms and Clothing	31,700.00	.00	31,700.00	1,623.06	.00	4,823.83	26,876.17	15	16,646.
515.121	Safety Supplies	9,000.00	.00	9,000.00	53.36	.00	5,281.43	3,718.57	59	409.
515.128	Medical Supplies	16,500.00	.00	16,500.00	842.67	.00	7,232.33	9,267.67	44	10,129.
531.140	Haz Mat Supplies/Equipmnt	10,000.00	.00	10,000.00	1,016.54	.00	5,376.40	4,623.60	54	1,298.
610.111	Communications- Landline	6,500.00	.00	6,500.00	540.50	.00	4,279.67	2,220.33	66	4,247.
610.112	Postage	1,000.00	.00	1,000.00	39.33	.00	114.52	885.48	11	623.
610.1110	Communications- Wireless	30,000.00	.00	30,000.00	1,718.79	.00	16,501.50	13,498.50	55	17,800.
620.114	Advertising	750.00	.00	750.00	.00	.00	.00	750.00	0	.
630.121	Fire Prevention Materials	9,000.00	.00	9,000.00	1,756.05	.00	3,771.61	5,228.39	42	6,067.
640.124	Travel Expense	8,942.00	.00	8,942.00	128.00	.00	1,004.00	7,938.00	11	1,438.
650.127	Electricity	16,000.00	.00	16,000.00	1,403.17	.00	9,006.72	6,993.28	56	8,368.
650.128	Water	4,000.00	.00	4,000.00	393.56	.00	2,470.93	1,529.07	62	2,370.
650.129	Wastewater	3,000.00	.00	3,000.00	242.33	.00	1,668.35	1,331.65	56	1,582.
650.130	Sanitation	1,000.00	.00	1,000.00	78.76	.00	551.32	448.68	55	551.
650.133	Stormwater	1,600.00	.00	1,600.00	158.48	.00	1,082.96	517.04	68	812.
650.134	Security Lights	2,000.00	.00	2,000.00	151.00	.00	1,057.00	943.00	53	1,057.
650.1271	Electricity- Sales Tax	500.00	.00	500.00	27.22	.00	212.21	287.79	42	211.
660.103	Emergency Preparedness	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	.

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660.105	COVID-19 Pandemic Expense	20,000.00	.00	20,000.00	639.22	.00	639.22	19,360.78	3	1,332.
660.133	Repairs & Maint. Services	38,000.00	.00	38,000.00	3,855.44	.00	17,820.33	20,179.67	47	20,098.
660.139	Fleet Services-RTA Mtce Allocation	28,000.00	.00	28,000.00	1,344.55	.00	18,536.77	9,463.23	66	17,246.
660.145	Gasoline & Oil	36,000.00	.00	36,000.00	2,870.09	.00	20,315.16	15,684.84	56	15,876.
660.1391	Fleet Services -Departmental Expense Allocation	15,000.00	.00	15,000.00	2,657.45	.00	12,278.05	2,721.95	82	7,224.
660.1392	Fleet Svcs- Outside Vends	40,000.00	.00	40,000.00	7,863.72	.00	15,821.08	24,178.92	40	9,304.
670.156	Equipment Rental/Lease	8,500.00	.00	8,500.00	612.78	.00	2,885.72	5,614.28	34	2,720.
682.169	Laundry & Linen	2,000.00	.00	2,000.00	.00	.00	191.29	1,808.71	10	543.
685.180	Membership Dues and Fees	2,218.00	.00	2,218.00	170.00	.00	270.42	1,947.58	12	644.
685.182	Other Operating Expenses	3,000.00	.00	3,000.00	549.44	.00	1,223.74	1,776.26	41	1,164.
685.184	Continuing Education	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.
685.186	Training	23,840.00	.00	23,840.00	437.50	.00	5,451.55	18,388.45	23	5,788.
685.1801	Subscriptions	14,943.00	.00	14,943.00	1,898.72	.00	9,837.03	5,105.97	66	8,632.
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	248.95	(248.95)	+++	.
686.189	Employee Medical	13,800.00	.00	13,800.00	520.00	.00	8,600.00	5,200.00	62	9,040.
686.195	Repair/Maint Svc Contract	67,552.00	.00	67,552.00	2,192.66	.00	26,163.17	41,388.83	39	31,527.
686.1895	Employee wellness services	15,000.00	.00	15,000.00	1,449.56	.00	9,166.31	5,833.69	61	7,251.
795.001	IT Internal Allocations	22,000.00	.00	22,000.00	1,913.77	.00	11,123.16	10,876.84	51	9,729.
Department 11 - Fire Totals		\$3,148,175.00	\$0.00	\$3,148,175.00	\$189,813.63	\$17,254.30	\$1,571,504.83	\$1,559,415.87	50%	\$1,553,580.
Department 12 - Public Works										
400.101	Regular Pay	406,431.00	.00	406,431.00	25,956.98	.00	274,968.41	131,462.59	68	257,518.
401.103	Overtime	18,000.00	.00	18,000.00	3,633.67	.00	22,584.50	(4,584.50)	125	11,667.
401.106	Contract Labor	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	.
405.114	FICA	32,470.00	.00	32,470.00	2,045.51	.00	21,155.17	11,314.83	65	19,005.
406.116	Retirement	74,531.00	.00	74,531.00	5,124.32	.00	48,251.72	26,279.28	65	41,368.
408.125	SCMIT Worker's Comp Ins.	25,549.00	.00	25,549.00	7,747.76	7,747.76	21,472.99	(3,671.75)	114	26,726.
410.001	Health Claims Cost	92,820.00	.00	92,820.00	5,089.62	.00	42,250.34	50,569.66	46	49,629.
410.002	Health Claim Costs-Retire	20,361.00	.00	20,361.00	(1,151.88)	.00	13,819.24	6,541.76	68	15,402.
500.101	Supplies and Materials	10,000.00	.00	10,000.00	1,120.37	.00	8,160.36	1,839.64	82	6,178.
500.102	Equipment	11,000.00	.00	11,000.00	.00	.00	9,012.78	1,987.22	82	5,058.
500.103	Furniture	1,000.00	.00	1,000.00	.00	.00	1,030.40	(30.40)	103	.
500.105	Printing and Binding	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	878.
501.101	Uniforms and Clothing	16,000.00	.00	16,000.00	1,168.13	.00	8,827.39	7,172.61	55	8,128.
513.112	Asphalt/Concrete/Gravel	67,500.00	.00	67,500.00	617.51	.00	13,923.21	53,576.79	21	3,445.
515.121	Safety Supplies	7,500.00	.00	7,500.00	.00	.00	2,606.71	4,893.29	35	1,893.

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610.111	Communications- Landline	3,500.00	.00	3,500.00	303.68	.00	2,425.16	1,074.84	69	2,422.
610.112	Postage	700.00	.00	700.00	7.00	.00	323.28	376.72	46	16.
610.1110	Communications- Wireless	5,150.00	.00	5,150.00	.00	.00	1,551.06	3,598.94	30	1,660.
620.114	Advertising	750.00	.00	750.00	.00	.00	84.00	666.00	11	252.
640.124	Travel Expense	500.00	.00	500.00	.00	.00	1,107.00	(607.00)	221	.
650.127	Electricity	1,500.00	.00	1,500.00	138.23	.00	899.37	600.63	60	894.
650.128	Water	600.00	.00	600.00	62.41	.00	436.90	163.10	73	355.
650.129	Wastewater	750.00	.00	750.00	64.64	.00	452.50	297.50	60	431.
650.130	Sanitation	500.00	.00	500.00	38.04	.00	266.28	233.72	53	266.
650.133	Stormwater	500.00	.00	500.00	47.60	.00	325.25	174.75	65	244.
650.134	Security Lights	600.00	.00	600.00	44.54	.00	311.78	288.22	52	311.
650.1271	Electricity- Sales Tax	90.00	.00	90.00	1.06	.00	3.33	86.67	4	1.
660.105	COVID-19 Pandemic Expense	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,361.
660.133	Repairs & Maint. Services	10,000.00	.00	10,000.00	2,084.48	.00	5,325.61	4,674.39	53	6,310.
660.139	Fleet Services-RTA Mtce Allocation	10,000.00	.00	10,000.00	248.89	.00	16,521.73	(6,521.73)	165	12,265.
660.145	Gasoline & Oil	28,000.00	.00	28,000.00	1,712.05	.00	14,024.83	13,975.17	50	15,794.
660.1391	Fleet Services -Departmental Expense Allocation	25,000.00	.00	25,000.00	2,651.92	.00	23,848.00	1,152.00	95	22,817.
660.1392	Fleet Svcs- Outside Vends	2,000.00	.00	2,000.00	1,710.74	.00	4,580.69	(2,580.69)	229	892.
663.142	Street Sign Maintenance	6,000.00	.00	6,000.00	212.33	.00	5,780.56	219.44	96	1,934.
663.148	Maintenance of Parks	40,000.00	.00	40,000.00	132.25	.00	5,342.99	34,657.01	13	7,195.
670.156	Equipment Rental/Lease	3,000.00	.00	3,000.00	433.45	.00	2,119.57	880.43	71	1,865.
685.180	Membership Dues and Fees	200.00	.00	200.00	125.00	.00	357.00	(157.00)	178	118.
685.182	Other Operating Expenses	1,500.00	.00	1,500.00	305.21	.00	726.39	773.61	48	568.
685.186	Training	1,700.00	.00	1,700.00	150.00	.00	1,458.98	241.02	86	131.
685.187	Special Projects	5,000.00	.00	5,000.00	1,949.30	.00	2,434.52	2,565.48	49	.
685.192	KGB Operations	6,000.00	.00	6,000.00	682.53	.00	3,555.02	2,444.98	59	1,732.
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	1,221.44	(1,221.44)	+++	.
685.1921	KGB grant expenses	6,000.00	.00	6,000.00	35.55	.00	1,051.75	4,948.25	18	4,564.
686.187	Professional Services	5,000.00	.00	5,000.00	499.95	5,332.80	2,999.70	(3,332.50)	167	2,499.
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	300.00	700.00	30	.
686.195	Repair/Maint Svc Contract	10,000.00	.00	10,000.00	941.06	.00	9,323.59	676.41	93	5,172.
686.1895	Employee wellness services	3,505.00	.00	3,505.00	676.46	.00	4,259.55	(754.55)	122	3,383.
687.203	Contract Services	65,000.00	.00	65,000.00	1,239.22	.00	8,172.05	56,827.95	13	14,390.
687.204	Janitorial Services	5,000.00	.00	5,000.00	204.79	.00	1,433.53	3,566.47	29	2,358.
795.001	IT Internal Allocations	6,500.00	.00	6,500.00	637.92	.00	3,707.71	2,792.29	57	3,243.

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Department 12 - Public Works Totals		\$1,077,207.00	\$0.00	\$1,077,207.00	\$68,692.29	\$13,080.56	\$614,794.34	\$449,332.10	58%	\$562,356.
Department 13 - Information Technology										
400.101	Regular Pay	94,228.00	.00	94,228.00	5,928.07	.00	51,891.57	42,336.43	55	49,901.
405.114	FICA	7,209.00	.00	7,209.00	432.92	.00	3,815.52	3,393.48	53	3,636.
406.116	Retirement	16,546.00	.00	16,546.00	1,039.65	.00	9,004.09	7,541.91	54	7,724.
408.125	SCMIT Worker's Comp Ins.	1,983.00	.00	1,983.00	275.88	275.88	761.38	945.74	52	764.
410.001	Health Claims Cost	13,195.00	.00	13,195.00	768.70	.00	5,380.90	7,814.10	41	6,432.
500.101	Supplies and Materials	2,000.00	.00	2,000.00	.00	.00	439.48	1,560.52	22	.
500.102	Equipment	89,825.00	.00	89,825.00	209.17	.00	4,467.99	85,357.01	5	6,290.
500.107	Technology Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	.
610.111	Communications- Landline	500.00	.00	500.00	32.66	.00	261.93	238.07	52	259.
610.1110	Communications- Wireless	700.00	.00	700.00	.00	.00	278.53	421.47	40	278.
640.124	Travel Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	.
650.127	Electricity	1,000.00	.00	1,000.00	70.15	.00	475.17	524.83	48	455.
650.128	Water	150.00	.00	150.00	14.94	.00	104.10	45.90	69	77.
650.129	Wastewater	200.00	.00	200.00	16.34	.00	113.91	86.09	57	100.
650.130	Sanitation	375.00	.00	375.00	24.34	.00	170.38	204.62	45	170.
650.133	Stormwater	750.00	.00	750.00	136.42	.00	932.20	(182.20)	124	699.
650.134	Security Lights	650.00	.00	650.00	45.00	.00	315.00	335.00	48	315.
650.1271	Electricity- Sales Tax	40.00	.00	40.00	2.64	.00	18.42	21.58	46	20.
685.180	Membership Dues and Fees	50.00	.00	50.00	.00	.00	.00	50.00	0	.
685.182	Other Operating Expenses	5,000.00	.00	5,000.00	.00	.00	6,844.26	(1,844.26)	137	.
685.186	Training	.00	.00	.00	.00	.00	.00	.00	+++	131.
685.1801	Subscriptions	.00	5,172.00	5,172.00	.00	.00	4,879.10	292.90	94	.
686.184	Technology Services	166,508.00	.00	166,508.00	22,851.04	47,148.96	94,175.71	25,183.33	85	92,851.
686.194	Other Prof/Tech Services	.00	.00	.00	.00	.00	87.98	(87.98)	+++	847.
686.195	Repair/Maint Svc Contract	250.00	.00	250.00	.00	.00	.00	250.00	0	.
686.1895	Employee wellness services	.00	.00	.00	48.32	.00	304.25	(304.25)	+++	241.
795.001	IT Internal Allocations	(325,000.00)	.00	(325,000.00)	(31,896.24)	.00	(185,385.83)	(139,614.17)	57	(162,165.9)
900.3950	Computer Software	81,750.00	(5,172.00)	76,578.00	.00	.00	.00	76,578.00	0	.
900.4300	Other Equipment	.00	.00	.00	.00	(5,431.91)	5,431.91	.00	+++	.
Department 13 - Information Technology Totals		\$158,909.00	\$0.00	\$158,909.00	\$0.00	\$41,992.93	\$4,767.95	\$112,148.12	29%	\$9,032.
Department 14 - Fleet Services										
400.101	Regular Pay	152,264.00	.00	152,264.00	9,938.98	.00	87,194.56	65,069.44	57	82,004.
401.103	Overtime	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	246.

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405.114	FICA	11,725.00	.00	11,725.00	728.42	.00	6,435.99	5,289.01	55	6,025.
406.116	Retirement	26,913.00	.00	26,913.00	1,736.67	.00	15,048.08	11,864.92	56	12,641.
408.125	SCMIT Worker's Comp Ins.	4,590.00	.00	4,590.00	1,931.19	1,931.19	5,329.67	(2,670.86)	158	5,348.
410.001	Health Claims Cost	27,300.00	.00	27,300.00	1,705.28	.00	12,472.70	14,827.30	46	13,770.
410.002	Health Claim Costs-Retire	10,535.00	.00	10,535.00	(364.46)	.00	5,640.00	4,895.00	54	6,578.
500.101	Supplies and Materials	5,600.00	.00	5,600.00	861.74	.00	2,606.75	2,993.25	47	2,994.
500.102	Equipment	3,000.00	.00	3,000.00	350.00	.00	1,930.66	1,069.34	64	1,678.
500.105	Printing and Binding	500.00	.00	500.00	81.61	.00	331.63	168.37	66	86.
501.101	Uniforms and Clothing	2,700.00	.00	2,700.00	309.62	.00	1,417.64	1,282.36	53	1,002.
515.121	Safety Supplies	2,300.00	.00	2,300.00	.00	.00	386.89	1,913.11	17	873.
610.111	Communications- Landline	1,500.00	.00	1,500.00	182.71	.00	1,307.66	192.34	87	1,214.
610.112	Postage	100.00	.00	100.00	.00	.00	.00	100.00	0	.
610.1110	Communications- Wireless	600.00	.00	600.00	.00	.00	247.74	352.26	41	248.
620.114	Advertising	100.00	.00	100.00	.00	.00	.00	100.00	0	.
640.124	Travel Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	43.
650.127	Electricity	11,500.00	.00	11,500.00	1,081.39	.00	8,085.80	3,414.20	70	7,117.
650.128	Water	590.00	.00	590.00	62.41	.00	436.84	153.16	74	355.
650.129	Wastewater	800.00	.00	800.00	64.64	.00	452.46	347.54	57	430.
650.130	Sanitation	550.00	.00	550.00	36.90	.00	258.30	291.70	47	258.
650.133	Stormwater	925.00	.00	925.00	86.56	.00	591.52	333.48	64	443.
650.134	Security Lights	615.00	.00	615.00	42.57	.00	297.99	317.01	48	297.
650.1271	Electricity- Sales Tax	575.00	.00	575.00	38.72	.00	318.93	256.07	55	319.
660.133	Repairs & Maint. Services	3,000.00	.00	3,000.00	656.03	.00	656.03	2,343.97	22	.
660.139	Fleet Services-RTA Mtce Allocation	750.00	.00	750.00	314.76	.00	5,995.97	(5,245.97)	799	372.
660.145	Gasoline & Oil	3,000.00	.00	3,000.00	351.76	.00	1,647.90	1,352.10	55	1,330.
660.1391	Fleet Services -Departmental Expense Allocation	600.00	.00	600.00	110.00	.00	1,746.25	(1,146.25)	291	261.
660.1392	Fleet Svcs- Outside Vends	500.00	.00	500.00	.00	.00	1,305.90	(805.90)	261	.
662.140	Building Repairs	2,000.00	.00	2,000.00	.00	.00	29.70	1,970.30	1	.
685.182	Other Operating Expenses	500.00	.00	500.00	49.50	.00	151.30	348.70	30	426.
685.186	Training	500.00	.00	500.00	.00	.00	.00	500.00	0	131.
686.189	Employee Medical	250.00	.00	250.00	88.00	.00	88.00	162.00	35	60.
686.195	Repair/Maint Svc Contract	11,100.00	.00	11,100.00	67.80	166.30	6,145.56	4,788.14	57	5,898.
686.1895	Employee wellness services	1,150.00	.00	1,150.00	96.64	.00	608.51	541.49	53	483.
735.122	Services Billed	(255,000.00)	.00	(255,000.00)	(20,609.44)	.00	(161,756.73)	(93,243.27)	63	(148,040.)
795.001	IT Internal Allocations	5,500.00	.00	5,500.00	637.92	.00	3,707.72	1,792.28	67	3,243.

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Department 14 - Fleet Services Totals		\$40,632.00	\$0.00	\$40,632.00	\$637.92	\$2,097.49	\$11,117.92	\$27,416.59	33%	\$8,145.
Department 20 - General Government										
401.106	Contract Labor	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.
410.001	Health Claims Cost	.00	.00	.00	.00	.00	92,914.98	(92,914.98)	+++	.
410.002	Health Claim Costs-Retire	27,295.00	.00	27,295.00	(1,278.64)	.00	7,600.50	19,694.50	28	3,929.
510.106	Cleaning & Sanitation Sup	2,500.00	.00	2,500.00	2,021.52	.00	2,727.68	(227.68)	109	798.
515.124	Department Supplies	.00	.00	.00	.00	.00	48.60	(48.60)	+++	.
600.110	SCMIRF Property/Liab Ins	270,000.00	.00	270,000.00	120,871.11	7,784.68	260,071.37	2,143.95	99	238,204.
600.112	Survivors Health Ins	10,000.00	.00	10,000.00	(152.98)	.00	2,649.14	7,350.86	26	5,105.
600.1051	Employee Wellness &Safety	20,700.00	.00	20,700.00	325.00	.00	9,393.05	11,306.95	45	3,606.
600.1052	Unemployment Insurance	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.
620.114	Advertising	5,200.00	.00	5,200.00	.00	.00	84.00	5,116.00	2	168.
640.124	Travel Expense	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.
650.127	Electricity	600.00	.00	600.00	260.10	.00	1,325.83	(725.83)	221	624.
650.128	Water	320.00	.00	320.00	20.07	.00	140.49	179.51	44	294.
650.129	Wastewater	420.00	.00	420.00	23.34	.00	163.38	256.62	39	388.
650.133	Stormwater	1,000.00	.00	1,000.00	141.29	.00	965.51	34.49	97	724.
650.1271	Electricity- Sales Tax	80.00	.00	80.00	9.50	.00	101.77	(21.77)	127	61.
660.105	COVID-19 Pandemic Expense	2,000.00	.00	2,000.00	639.22	.00	639.22	1,360.78	32	3,543.
660.133	Repairs & Maint. Services	5,000.00	.00	5,000.00	.00	.00	1,713.32	3,286.68	34	810.
685.180	Membership Dues and Fees	3,500.00	.00	3,500.00	.00	.00	92.65	3,407.35	3	90.
685.182	Other Operating Expenses	30,000.00	.00	30,000.00	6,020.42	1,780.00	94,146.87	(65,926.87)	320	10,179.
685.187	Special Projects	125,780.00	.00	125,780.00	.00	.00	.00	125,780.00	0	.
685.1822	City Hall - Temporary Locations	130,200.00	.00	130,200.00	8,652.00	.00	69,216.00	60,984.00	53	69,216.
686.186	Legal Services	65,000.00	.00	65,000.00	8,860.90	25,000.00	60,900.10	(20,900.10)	132	46,577.
686.187	Professional Services	14,500.00	.00	14,500.00	5,600.00	11,000.00	19,678.50	(16,178.50)	212	9,690.
686.189	Employee Medical	.00	.00	.00	.00	.00	.00	.00	+++	400.
686.192	Elections	10,500.00	.00	10,500.00	6,492.02	.00	7,529.27	2,970.73	72	6,218.
686.194	Other Prof/Tech Services	.00	35,000.00	35,000.00	.00	.00	.00	35,000.00	0	1,500.
686.195	Repair/Maint Svc Contract	6,000.00	.00	6,000.00	112.90	.00	762.43	5,237.57	13	707.
686.196	Bank Charges/Fees	5,000.00	.00	5,000.00	432.13	.00	2,783.79	2,216.21	56	2,073.
686.199	Internal Engineering	35,000.00	.00	35,000.00	2,713.88	.00	20,717.54	14,282.46	59	9,960.
686.1871	Audit Services	55,000.00	.00	55,000.00	12,000.00	.00	31,500.00	23,500.00	57	31,500.
686.1895	Employee wellness services	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	.
687.203	Contract Services	75,000.00	(35,000.00)	40,000.00	.00	.00	.00	40,000.00	0	.

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687.204	Janitorial Services	10,000.00	.00	10,000.00	906.14	.00	6,342.98	3,657.02	63	4,899.
691.002	Clearing Expense Account	.00	.00	.00	.00	.00	8,367.60	(8,367.60)	+++	.
720.002	Unclaimed funds to the State	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	1,926.
795.995	GF Cost Distribution	(320,926.00)	.00	(320,926.00)	(26,743.83)	.00	(187,206.81)	(133,719.19)	58	(149,712.1
900.6000	Other Improvements	18,824.00	.00	18,824.00	.00	.00	.00	18,824.00	0	.
Department 20 - General Government Totals		\$625,993.00	\$0.00	\$625,993.00	\$147,926.09	\$45,564.68	\$515,369.76	\$65,058.56	90%	\$303,486.
Department 21 - Debt Service										
681.100	Capital Lease Principal	38,000.00	.00	38,000.00	.00	.00	38,421.06	(421.06)	101	37,516.
681.120	Capital Lease Interest	2,800.00	.00	2,800.00	.00	.00	925.96	1,874.04	33	1,830.
Department 21 - Debt Service Totals		\$40,800.00	\$0.00	\$40,800.00	\$0.00	\$0.00	\$39,347.02	\$1,452.98	96%	\$39,347.
Department 22 - Other Financing Uses										
750.127	Transfers to Waste Mgmt	5,635.00	.00	5,635.00	.00	.00	.00	5,635.00	0	.
750.128	Transfer to Electric Fund	106,940.00	.00	106,940.00	.00	.00	.00	106,940.00	0	.
750.134	Transfer to Storm Water	37,487.00	.00	37,487.00	.00	.00	.00	37,487.00	0	309,418.
750.140	Transfer to Capital Projects Reserve Fund	575,880.00	.00	575,880.00	.00	.00	.00	575,880.00	0	892,272.
750.141	Transfer to Water Utility	51,710.00	.00	51,710.00	.00	.00	.00	51,710.00	0	471,400.
750.142	Transfer to Wastewater	1,627.00	.00	1,627.00	.00	.00	.00	1,627.00	0	11,553.
Department 22 - Other Financing Uses Totals		\$779,279.00	\$0.00	\$779,279.00	\$0.00	\$0.00	\$0.00	\$779,279.00	0%	\$1,684,643.
EXPENSE TOTALS		\$12,636,697.00	\$682.00	\$12,637,379.00	\$799,404.01	\$274,215.06	\$5,860,478.50	\$6,502,685.44	49%	\$7,148,192.
Fund 0010 - General Fund Totals										
REVENUE TOTALS		12,636,697.00	682.00	12,637,379.00	325,748.09	.00	2,521,801.56	10,115,577.44	20%	4,302,064.
EXPENSE TOTALS		12,636,697.00	682.00	12,637,379.00	799,404.01	274,215.06	5,860,478.50	6,502,685.44	49%	7,148,192.
Fund 0010 - General Fund Totals		\$0.00	\$0.00	\$0.00	(\$473,655.92)	(\$274,215.06)	(\$3,338,676.94)	\$3,612,892.00		(\$2,846,128.4
Fund 0011 - Debt Service										
REVENUE										
Department 00 - Revenue										
311.002	Property Taxes -Debt Mill	145,000.00	.00	145,000.00	.00	.00	49,594.61	95,405.39	34	85,377.
Department 00 - Revenue Totals		\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$0.00	\$49,594.61	\$95,405.39	34%	\$85,377.
REVENUE TOTALS		\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$0.00	\$49,594.61	\$95,405.39	34%	\$85,377.
EXPENSE										
Department 21 - Debt Service										
681.130	GO Bond Principal	84,000.00	.00	84,000.00	.00	.00	.00	84,000.00	0	.
681.140	GO Bond Interest	47,360.00	.00	47,360.00	.00	.00	.00	47,360.00	0	.
750.137	Trns from/to Fund Balance	13,640.00	.00	13,640.00	.00	.00	.00	13,640.00	0	.

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Department 21 - Debt Service Totals		\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$0.00	\$0.00	\$145,000.00	0%	\$0.
EXPENSE TOTALS		\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$0.00	\$0.00	\$145,000.00	0%	\$0.
Fund 0011 - Debt Service Totals										
REVENUE TOTALS		145,000.00	.00	145,000.00	.00	.00	49,594.61	95,405.39	34%	85,377.
EXPENSE TOTALS		145,000.00	.00	145,000.00	.00	.00	.00	145,000.00	0%	.
Fund 0011 - Debt Service Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,594.61	(\$49,594.61)		\$85,377.
Fund 0012 - Capital Projects Reserve Fund										
REVENUE										
394.002	Transfer from fund balance	80,699.00	.00	80,699.00	.00	.00	.00	80,699.00	0	.
Department 00 - Revenue										
331.000	Federal Grants	60,110.00	.00	60,110.00	.00	.00	.00	60,110.00	0	.
331.010	Grant Revenue	504,338.00	.00	504,338.00	.00	.00	.00	504,338.00	0	.
392.004	From General Fund	575,880.00	.00	575,880.00	.00	.00	.00	575,880.00	0	892,272.
393.003	GO Bond Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	704,567.
Department 00 - Revenue Totals		\$1,140,328.00	\$0.00	\$1,140,328.00	\$0.00	\$0.00	\$0.00	\$1,140,328.00	0%	\$1,596,839.
REVENUE TOTALS		\$1,221,027.00	\$0.00	\$1,221,027.00	\$0.00	\$0.00	\$0.00	\$1,221,027.00	0%	\$1,596,839.
EXPENSE										
Department 26 - Special Projects										
900.903	Sidewalk Program	564,838.00	.00	564,838.00	.00	.00	.00	564,838.00	0	.
900.1000	Infrastructure Improvemts	.00	.00	.00	40,040.10	15,559.10	60,318.44	(75,877.54)	+++	.
900.3000	Buildings & Improvements	55,500.00	.00	55,500.00	.00	35,700.00	129,264.35	(109,464.35)	297	20,758.
900.3950	Computer Software	82,500.00	.00	82,500.00	.00	.00	.00	82,500.00	0	2,925.
900.4100	Vehicles	271,439.00	.00	271,439.00	.00	145,090.47	35,366.00	90,982.53	66	40,709.
900.4200	Heavy Equipment	.00	.00	.00	.00	(549,750.00)	549,750.00	.00	+++	.
900.4300	Other Equipment	246,750.00	.00	246,750.00	.00	86,082.41	60,226.91	100,440.68	59	24,383.
900.6000	Other Improvements	.00	.00	.00	.00	(39,886.00)	39,886.00	.00	+++	.
Department 26 - Special Projects Totals		\$1,221,027.00	\$0.00	\$1,221,027.00	\$40,040.10	(\$307,204.02)	\$874,811.70	\$653,419.32	46%	\$88,775.
EXPENSE TOTALS		\$1,221,027.00	\$0.00	\$1,221,027.00	\$40,040.10	(\$307,204.02)	\$874,811.70	\$653,419.32	46%	\$88,775.
Fund 0012 - Capital Projects Reserve Fund Totals										
REVENUE TOTALS		1,221,027.00	.00	1,221,027.00	.00	.00	.00	1,221,027.00	0%	1,596,839.
EXPENSE TOTALS		1,221,027.00	.00	1,221,027.00	40,040.10	(307,204.02)	874,811.70	653,419.32	46%	88,775.
Fund 0012 - Capital Projects Reserve Fund Totals		\$0.00	\$0.00	\$0.00	(\$40,040.10)	\$307,204.02	(\$874,811.70)	\$567,607.68		\$1,508,063.

Fund 0013 - TIF District



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REVENUE

302.006	TIF Proceeds	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	(37,968.7
Department 00 - Revenue										
302.006	TIF Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	42,743.
Department 00 - Revenue Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$42,743.
REVENUE TOTALS		\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0%	\$4,774.

EXPENSE

690.003	TIF Expenditures	.00	.00	.00	.00	.00	.00	.00	+++	4,774.
750.137	Trns from/to Fund Balance	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	.
EXPENSE TOTALS		\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0%	\$4,774.
Fund 0013 - TIF District Totals										
REVENUE TOTALS		40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0%	4,774.
EXPENSE TOTALS		40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0%	4,774.
Fund 0013 - TIF District Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.

Fund 0014 - American Rescue Plan Act (ARP)

REVENUE

Department 00 - Revenue										
306.001	Investment Earnings	5,000.00	.00	5,000.00	12,732.16	.00	52,952.41	(47,952.41)	1059	716.
331.011	American Rescue Plan (ARP) Proceeds	2,176,075.00	.00	2,176,075.00	.00	.00	2,176,075.95	(.95)	100	2,176,075.
Department 00 - Revenue Totals		\$2,181,075.00	\$0.00	\$2,181,075.00	\$12,732.16	\$0.00	\$2,229,028.36	(\$47,953.36)	102%	\$2,176,792.
REVENUE TOTALS		\$2,181,075.00	\$0.00	\$2,181,075.00	\$12,732.16	\$0.00	\$2,229,028.36	(\$47,953.36)	102%	\$2,176,792.

EXPENSE

687.203	Contract Services	.00	.00	.00	1,812.00	(1,812.00)	3,715.52	(1,903.52)	+++	.
750.124	Transfers to General Fund	.00	.00	.00	.00	.00	.00	.00	+++	295,951.
750.127	Transfers to Waste Mgmt	.00	.00	.00	.00	.00	.00	.00	+++	30,410.
750.128	Transfer to Electric Fund	.00	.00	.00	.00	.00	.00	.00	+++	43,440.
750.134	Transfer to Storm Water	.00	.00	.00	.00	.00	.00	.00	+++	14,415.
750.137	Trns from/to Fund Balance	2,181,075.00	.00	2,181,075.00	.00	.00	.00	2,181,075.00	0	.
750.141	Transfer to Water Utility	.00	.00	.00	.00	.00	.00	.00	+++	250,478.
750.142	Transfer to Wastewater	.00	.00	.00	.00	.00	.00	.00	+++	1,004,504.
750.143	Transfer to Hospitality Fund	.00	.00	.00	.00	.00	.00	.00	+++	2,450.
EXPENSE TOTALS		\$2,181,075.00	\$0.00	\$2,181,075.00	\$1,812.00	(\$1,812.00)	\$3,715.52	\$2,179,171.48	0%	\$1,641,651.

Fund 0014 - American Rescue Plan Act (ARP) Totals



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REVENUE TOTALS		2,181,075.00	.00	2,181,075.00	12,732.16	.00	2,229,028.36	(47,953.36)	102%	2,176,792.
EXPENSE TOTALS		2,181,075.00	.00	2,181,075.00	1,812.00	(1,812.00)	3,715.52	2,179,171.48	0%	1,641,651.
Fund 0014 - American Rescue Plan Act (ARP) Totals		\$0.00	\$0.00	\$0.00	\$10,920.16	\$1,812.00	\$2,225,312.84	(\$2,227,124.84)		\$535,140.
Fund 0015 - Agency Fund										
REVENUE										
Department 00 - Revenue										
361.001	Investment Earnings	.00	.00	.00	132.80	.00	649.48	(649.48)	+++	23.
Department 00 - Revenue Totals		\$0.00	\$0.00	\$0.00	\$132.80	\$0.00	\$649.48	(\$649.48)	+++	\$23.
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$132.80	\$0.00	\$649.48	(\$649.48)	+++	\$23.
Fund 0015 - Agency Fund Totals										
REVENUE TOTALS		.00	.00	.00	132.80	.00	649.48	(649.48)	+++	23.
EXPENSE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.
Fund 0015 - Agency Fund Totals		\$0.00	\$0.00	\$0.00	\$132.80	\$0.00	\$649.48	(\$649.48)		\$23.
Fund 0017 - Federal Grants										
EXPENSE										
Department 69 - Federal Grants										
500.101	Supplies and Materials	.00	.00	.00	.00	.00	300.23	(300.23)	+++	727.
Department 69 - Federal Grants Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.23	(\$300.23)	+++	\$727.
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.23	(\$300.23)	+++	\$727.
Fund 0017 - Federal Grants Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.
EXPENSE TOTALS		.00	.00	.00	.00	.00	300.23	(300.23)	+++	727.
Fund 0017 - Federal Grants Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$300.23)	\$300.23		(\$727.)
Fund 0018 - State and Local Grants										
REVENUE										
Department 00 - Revenue										
331.069	Match Revenue	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0	.
331.070	Hazard Mitigation Grant	.00	.00	.00	.00	.00	.00	.00	+++	19,933.
332.000	State Grants	.00	.00	.00	.00	.00	3,412.96	(3,412.96)	+++	.
332.008	Other Local Grants	.00	.00	.00	.00	.00	991.02	(991.02)	+++	1,652.
Department 00 - Revenue Totals		\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$4,403.98	\$95,596.02	4%	\$21,586.
REVENUE TOTALS		\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$4,403.98	\$95,596.02	4%	\$21,586.
EXPENSE										

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Department **70 - State and Local Grants**

500.101	Supplies and Materials	.00	.00	.00	.00	.00	7,963.11	(7,963.11)	+++	2,644.
685.187	Special Projects	.00	.00	.00	.00	.00	.00	.00	+++	19,933.
750.137	Trns from/to Fund Balance	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0	.
Department 70 - State and Local Grants Totals		\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$7,963.11	\$92,036.89	8%	\$22,578.
EXPENSE TOTALS		\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$7,963.11	\$92,036.89	8%	\$22,578.

Fund **0018 - State and Local Grants Totals**

REVENUE TOTALS	100,000.00	.00	100,000.00	.00	.00	4,403.98	95,596.02	4%	21,586.
EXPENSE TOTALS	100,000.00	.00	100,000.00	.00	.00	7,963.11	92,036.89	8%	22,578.
Fund 0018 - State and Local Grants Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,559.13)	\$3,559.13		(\$992.4

Fund **0020 - State Accommodations Tax**

REVENUE

Department **00 - Revenue**

318.001	Accommodations Tax	130,000.00	.00	130,000.00	31,541.76	.00	84,720.87	45,279.13	65	54,549.
361.001	Investment Earnings	250.00	.00	250.00	.00	.00	.00	250.00	0	87.
Department 00 - Revenue Totals		\$130,250.00	\$0.00	\$130,250.00	\$31,541.76	\$0.00	\$84,720.87	\$45,529.13	65%	\$54,636.
REVENUE TOTALS		\$130,250.00	\$0.00	\$130,250.00	\$31,541.76	\$0.00	\$84,720.87	\$45,529.13	65%	\$54,636.

EXPENSE

Department **33 - State Accommodations Tax**

620.114	Advertising	250.00	.00	250.00	.00	.00	84.00	166.00	34	74.
683.173	Tourism Related	75,000.00	.00	75,000.00	30,923.00	.00	35,692.03	39,307.97	48	40,544.
683.174	Tourism Advertise/Promote	25,000.00	.00	25,000.00	9,462.53	.00	26,916.26	(1,916.26)	108	17,409.
685.187	Special Projects	.00	.00	.00	.00	.00	15,450.00	(15,450.00)	+++	.
750.124	Transfers to General Fund	30,000.00	.00	30,000.00	1,577.09	.00	1,577.09	28,422.91	5	26,477.
Department 33 - State Accommodations Tax Totals		\$130,250.00	\$0.00	\$130,250.00	\$41,962.62	\$0.00	\$79,719.38	\$50,530.62	61%	\$84,505.
EXPENSE TOTALS		\$130,250.00	\$0.00	\$130,250.00	\$41,962.62	\$0.00	\$79,719.38	\$50,530.62	61%	\$84,505.

Fund **0020 - State Accommodations Tax Totals**

REVENUE TOTALS	130,250.00	.00	130,250.00	31,541.76	.00	84,720.87	45,529.13	65%	54,636.
EXPENSE TOTALS	130,250.00	.00	130,250.00	41,962.62	.00	79,719.38	50,530.62	61%	84,505.
Fund 0020 - State Accommodations Tax Totals	\$0.00	\$0.00	\$0.00	(\$10,420.86)	\$0.00	\$5,001.49	(\$5,001.49)		(\$29,868.7

Fund **0022 - Local Hospitality/ATax**

REVENUE

Department **00 - Revenue**



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324.001	Hospitality Fee	850,000.00	.00	850,000.00	101,681.82	.00	544,055.43	305,944.57	64	473,860.
324.002	Accommodation Fees	160,000.00	.00	160,000.00	12,620.33	.00	117,096.36	42,903.64	73	81,002.
331.000	Federal Grants	458,200.00	.00	458,200.00	.00	.00	.00	458,200.00	0	.
331.069	Match Revenue	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	.
332.015	DBA State Grant	78,178.00	.00	78,178.00	.00	.00	56,047.00	22,131.00	72	43,332.
335.004	Fema Recovery	.00	.00	.00	.00	.00	.00	.00	+++	1,278.
361.001	Investment Earnings	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	986.
368.100	Retirement System Reimbursement Credit	.00	.00	.00	.00	.00	.00	.00	+++	403.
369.002	Miscellaneous Revenue	1,500.00	.00	1,500.00	2,600.00	.00	2,600.00	(1,100.00)	173	.
392.017	Transfers from ARPA Funds	.00	.00	.00	.00	.00	.00	.00	+++	2,450.
394.002	Transfer from fund balance	705,949.00	.00	705,949.00	.00	.00	.00	705,949.00	0	.
Department 00 - Revenue Totals		\$2,406,827.00	\$0.00	\$2,406,827.00	\$116,902.15	\$0.00	\$719,798.79	\$1,687,028.21	30%	\$603,314.
REVENUE TOTALS		\$2,406,827.00	\$0.00	\$2,406,827.00	\$116,902.15	\$0.00	\$719,798.79	\$1,687,028.21	30%	\$603,314.
EXPENSE										
Department 08 - Winyah Auditorium										
650.127	Electricity	9,000.00	.00	9,000.00	526.30	.00	5,494.87	3,505.13	61	5,762.
685.182	Other Operating Expenses	16,000.00	.00	16,000.00	.00	.00	.00	16,000.00	0	.
Department 08 - Winyah Auditorium Totals		\$25,000.00	\$0.00	\$25,000.00	\$526.30	\$0.00	\$5,494.87	\$19,505.13	22%	\$5,762.
Department 23 - Accommodation Taxes (ATAX)										
400.101	Regular Pay	141,727.00	.00	141,727.00	3,110.66	.00	26,662.45	115,064.55	19	.
401.103	Overtime	.00	.00	.00	1,237.91	.00	1,324.01	(1,324.01)	+++	.
405.114	FICA	10,842.00	.00	10,842.00	320.68	.00	2,064.25	8,777.75	19	.
406.116	Retirement	26,038.00	.00	26,038.00	733.81	.00	5,443.75	20,594.25	21	.
408.125	SCMIT Worker's Comp Ins.	5,838.00	.00	5,838.00	.00	.00	.00	5,838.00	0	.
410.001	Health Claims Cost	25,935.00	.00	25,935.00	290.50	.00	2,033.50	23,901.50	8	.
685.182	Other Operating Expenses	.00	.00	.00	187.00	.00	214.90	(214.90)	+++	184.
750.124	Transfers to General Fund	125,000.00	.00	125,000.00	10,416.67	.00	72,916.69	52,083.31	58	72,916.
900.905	Park Improvements	.00	.00	.00	.00	.00	.00	.00	+++	1,779.
Department 23 - Accommodation Taxes (ATAX) Totals		\$335,380.00	\$0.00	\$335,380.00	\$16,297.23	\$0.00	\$110,659.55	\$224,720.45	33%	\$74,880.
Department 24 - Hospitality Taxes (HTAX)										
400.101	Regular Pay	.00	.00	.00	.00	.00	.00	.00	+++	23,147.
405.114	FICA	.00	.00	.00	.00	.00	.00	.00	+++	1,696.
406.116	Retirement	.00	.00	.00	.00	.00	.00	.00	+++	4,178.
410.001	Health Claims Cost	.00	.00	.00	.00	.00	.00	.00	+++	2,033.
660.105	COVID-19 Pandemic Expense	.00	.00	.00	.00	.00	.00	.00	+++	4,420.

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683.174	Tourism Advertise/Promote	279,000.00	.00	279,000.00	11,154.60	.00	72,357.79	206,642.21	26	39,465.
685.182	Other Operating Expenses	25,000.00	.00	25,000.00	1,175.94	3,752.20	15,310.10	5,937.70	76	6,620.
685.187	Special Projects	112,647.00	.00	112,647.00	9,000.00	21,779.00	74,413.55	16,454.45	85	73,700.
685.1871	Way-finding project	50,000.00	.00	50,000.00	.00	.00	1,850.00	48,150.00	4	14,709.
686.195	Repair/Maint Svc Contract	20,000.00	.00	20,000.00	2,962.50	11,060.00	14,527.49	(5,587.49)	128	8,002.
687.204	Janitorial Services	40,000.00	.00	40,000.00	5,004.97	.00	35,034.79	4,965.21	88	27,551.
900.905	Park Improvements	760,700.00	.00	760,700.00	13,784.19	32,397.86	36,202.14	692,100.00	9	.
900.1000	Infrastructure Improvemts	.00	.00	.00	.00	.00	1,352.50	(1,352.50)	+++	.
900.2000	Land	237,500.00	.00	237,500.00	.00	.00	.00	237,500.00	0	.
900.3000	Buildings & Improvements	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0	.
900.4300	Other Equipment	73,500.00	.00	73,500.00	.00	24,602.65	20,566.64	28,330.71	61	.
900.6000	Other Improvements	.00	.00	.00	.00	.00	18,069.82	(18,069.82)	+++	76,284.
Department 24 - Hospitality Taxes (HTAX) Totals		\$1,698,347.00	\$0.00	\$1,698,347.00	\$43,082.20	\$93,591.71	\$289,684.82	\$1,315,070.47	23%	\$281,812.
Department 29 - Kaminski House										
600.110	SCMIRF Property/Liab Ins	24,000.00	.00	24,000.00	11,311.96	.00	21,171.94	2,828.06	88	19,745.
650.127	Electricity	2,600.00	.00	2,600.00	244.13	.00	1,665.27	934.73	64	1,439.
650.133	Stormwater	1,500.00	.00	1,500.00	154.79	.00	1,057.79	442.21	71	793.
650.1271	Electricity- Sales Tax	.00	.00	.00	8.20	.00	57.99	(57.99)	+++	57.
687.203	Contract Services	320,000.00	.00	320,000.00	52,597.00	.00	135,097.00	184,903.00	42	123,750.
Department 29 - Kaminski House Totals		\$348,100.00	\$0.00	\$348,100.00	\$64,316.08	\$0.00	\$159,049.99	\$189,050.01	46%	\$145,786.
EXPENSE TOTALS		\$2,406,827.00	\$0.00	\$2,406,827.00	\$124,221.81	\$93,591.71	\$564,889.23	\$1,748,346.06	27%	\$508,241.
Fund 0022 - Local Hospitality/ATax Totals										
REVENUE TOTALS		2,406,827.00	.00	2,406,827.00	116,902.15	.00	719,798.79	1,687,028.21	30%	603,314.
EXPENSE TOTALS		2,406,827.00	.00	2,406,827.00	124,221.81	93,591.71	564,889.23	1,748,346.06	27%	508,241.
Fund 0022 - Local Hospitality/ATax Totals		\$0.00	\$0.00	\$0.00	(\$7,319.66)	(\$93,591.71)	\$154,909.56	(\$61,317.85)		\$95,073.
Fund 0030 - Electric Utility Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	11,810,126.00	.00	11,810,126.00	967,248.52	.00	6,894,563.49	4,915,562.51	58	6,589,133.
301.001	Revenue from Energy Efficiency Program	50,000.00	.00	50,000.00	1,641.15	.00	12,558.16	37,441.84	25	21,437.
301.002	New Turn Ons	4,250.00	.00	4,250.00	280.00	.00	2,780.00	1,470.00	65	2,240.
301.004	Security Lights	290,000.00	.00	290,000.00	24,483.00	.00	170,939.00	119,061.00	59	168,715.
301.012	Restores	70,000.00	.00	70,000.00	5,310.00	.00	43,155.00	26,845.00	62	42,807.
302.001	Penalties	120,000.00	.00	120,000.00	10,671.24	.00	78,642.03	41,357.97	66	66,994.

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302.002	Pole Rental	250,000.00	.00	250,000.00	.00	.00	195,162.00	54,838.00	78	195,671.
302.003	Fiber Rental	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	12,000.
306.001	Investment Earnings	5,000.00	.00	5,000.00	18,613.84	.00	93,245.04	(88,245.04)	1865	2,926.
307.002	Sale Of Scrap	500.00	.00	500.00	.00	.00	.00	500.00	0	.
335.004	Fema Recovery	.00	.00	.00	.00	.00	.00	.00	+++	20,120.
368.100	Retirement System Reimbursement Credit	.00	.00	.00	.00	.00	.00	.00	+++	7,005.
369.002	Miscellaneous Revenue	3,000.00	.00	3,000.00	.00	.00	482.82	2,517.18	16	2,865.
369.003	Insurance Proceeds	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.
392.017	Transfers from ARPA Funds	.00	.00	.00	.00	.00	.00	.00	+++	43,440.
395.001	Transfer from General Fund	106,940.00	.00	106,940.00	.00	.00	.00	106,940.00	0	.
Department 00 - Revenue Totals		\$12,735,816.00	\$0.00	\$12,735,816.00	\$1,028,247.75	\$0.00	\$7,491,527.54	\$5,244,288.46	59%	\$7,175,356.
REVENUE TOTALS		\$12,735,816.00	\$0.00	\$12,735,816.00	\$1,028,247.75	\$0.00	\$7,491,527.54	\$5,244,288.46	59%	\$7,175,356.
EXPENSE										
Department 19 - Electric										
400.101	Regular Pay	871,314.00	.00	871,314.00	43,837.22	.00	414,729.52	456,584.48	48	477,397.
401.103	Overtime	15,000.00	.00	15,000.00	2,396.50	.00	12,668.05	2,331.95	84	9,353.
401.105	On-call pay	12,000.00	.00	12,000.00	800.00	.00	6,000.00	6,000.00	50	6,000.
401.106	Contract Labor	630,000.00	.00	630,000.00	73,415.02	327,145.11	240,580.09	62,274.80	90	257,559.
401.107	Labor Billed	.00	.00	.00	(375.20)	.00	(375.20)	375.20	+++	(1,831.6)
405.114	FICA	68,721.00	.00	68,721.00	3,401.95	.00	31,673.76	37,047.24	46	36,088.
406.116	Retirement	157,744.00	.00	157,744.00	8,200.37	.00	74,562.16	83,181.84	47	73,035.
408.125	SCMIT Worker's Comp Ins.	56,003.00	.00	56,003.00	19,208.48	19,208.48	53,011.14	(16,216.62)	129	56,313.
410.001	Health Claims Cost	149,240.00	.00	149,240.00	6,654.76	.00	46,586.86	102,653.14	31	60,155.
410.002	Health Claim Costs-Retire	29,000.00	.00	29,000.00	(1,621.99)	.00	16,214.69	12,785.31	56	15,030.
500.101	Supplies and Materials	13,800.00	.00	13,800.00	2,286.88	.00	8,630.68	5,169.32	63	7,641.
500.102	Equipment	11,500.00	.00	11,500.00	.00	.00	1,569.96	9,930.04	14	8,429.
500.103	Furniture	1,800.00	.00	1,800.00	.00	.00	.00	1,800.00	0	.
500.105	Printing and Binding	600.00	.00	600.00	.00	.00	.00	600.00	0	.
501.101	Uniforms and Clothing	15,900.00	.00	15,900.00	.00	.00	6,814.31	9,085.69	43	8,676.
514.114	Wire Expense	25,000.00	.00	25,000.00	(253.83)	.00	28,361.30	(3,361.30)	113	7,420.
514.115	Christmas Decorations	8,800.00	.00	8,800.00	450.39	.00	6,722.22	2,077.78	76	12,702.
514.116	Pole Line Hardware	12,000.00	.00	12,000.00	(1,396.10)	.00	12,422.08	(422.08)	104	10,610.
514.117	Poles & Crossarms	10,000.00	.00	10,000.00	(1,235.08)	.00	5,726.59	4,273.41	57	7,928.
514.118	Fuel for Peak Shaving Generation	130,000.00	.00	130,000.00	29,306.31	.00	90,649.11	39,350.89	70	57,245.
515.121	Safety Supplies	300.00	.00	300.00	.00	.00	297.00	3.00	99	300.

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515.123	Special Dept Supplies	16,000.00	.00	16,000.00	432.82	.00	7,670.35	8,329.65	48	4,667.
521.128	Meter Supplies	40,000.00	.00	40,000.00	581.94	2,420.00	15,594.90	21,985.10	45	9,456.
523.133	Street Light Supplies	3,000.00	.00	3,000.00	.00	.00	2,008.49	991.51	67	3,092.
531.143	Security Lights	32,000.00	.00	32,000.00	.00	.00	24,310.02	7,689.98	76	28,552.
531.145	Transformer Supplies	128,000.00	(22,500.00)	105,500.00	.00	.00	13,119.00	92,381.00	12	9,452.
540.150	Power Purchases	7,270,000.00	.00	7,270,000.00	548,006.95	.00	4,317,488.49	2,952,511.51	59	3,571,872.
540.153	Energy Efficiency Program	50,000.00	.00	50,000.00	1,909.84	.00	14,874.86	35,125.14	30	20,356.
541.001	Santee Cooper Settlement Expenses	.00	.00	.00	.00	.00	.00	.00	+++	4,619.
600.110	SCMIRF Property/Liab Ins	100,000.00	.00	100,000.00	49,033.87	.00	91,773.85	8,226.15	92	85,589.
610.111	Communications- Landline	5,000.00	.00	5,000.00	529.84	.00	3,664.55	1,335.45	73	3,178.
610.112	Postage	5,000.00	.00	5,000.00	875.89	.00	3,820.82	1,179.18	76	3,379.
610.1110	Communications- Wireless	10,000.00	.00	10,000.00	.00	.00	4,507.74	5,492.26	45	4,436.
620.114	Advertising	600.00	.00	600.00	84.00	.00	158.00	442.00	26	.
640.124	Travel Expense	9,600.00	.00	9,600.00	.00	.00	.00	9,600.00	0	328.
650.127	Electricity	25,000.00	.00	25,000.00	2,928.07	.00	13,487.17	11,512.83	54	13,341.
650.128	Water	1,700.00	.00	1,700.00	194.12	.00	1,310.69	389.31	77	976.
650.129	Wastewater	2,500.00	.00	2,500.00	191.43	.00	1,367.97	1,132.03	55	1,263.
650.130	Sanitation	2,000.00	.00	2,000.00	168.66	.00	1,180.62	819.38	59	1,180.
650.133	Stormwater	1,600.00	.00	1,600.00	167.93	.00	1,147.55	452.45	72	861.
650.134	Security Lights	11,000.00	.00	11,000.00	849.00	.00	5,943.00	5,057.00	54	5,943.
650.1271	Electricity- Sales Tax	3,200.00	.00	3,200.00	45.90	.00	280.69	2,919.31	9	332.
660.105	COVID-19 Pandemic Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	556.
660.133	Repairs & Maint. Services	8,000.00	.00	8,000.00	117.87	.00	501.97	7,498.03	6	2,087.
660.139	Fleet Services-RTA Mtce Allocation	15,000.00	.00	15,000.00	1,012.60	.00	8,151.24	6,848.76	54	6,115.
660.140	Hydraulic Repair	12,000.00	.00	12,000.00	.00	.00	440.30	11,559.70	4	1,084.
660.145	Gasoline & Oil	25,000.00	.00	25,000.00	2,396.96	.00	18,371.51	6,628.49	73	10,515.
660.1391	Fleet Services -Departmental Expense Allocation	25,000.00	.00	25,000.00	1,885.89	.00	14,405.29	10,594.71	58	13,724.
660.1392	Fleet Svcs- Outside Vends	2,500.00	.00	2,500.00	.00	.00	12,470.88	(9,970.88)	499	1,322.
662.140	Building Repairs	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.
662.141	Department Repairs	38,500.00	.00	38,500.00	690.86	5,715.00	18,598.86	14,186.14	63	3,728.
663.145	Sub-Station Maintenance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.
663.146	Transformers Repairs	8,000.00	.00	8,000.00	.00	.00	75.00	7,925.00	1	.
664.101	Community Education	1,500.00	.00	1,500.00	.00	.00	404.26	1,095.74	27	857.
670.155	Building Rental	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	.
670.156	Equipment Rental/Lease	3,800.00	.00	3,800.00	249.96	.00	2,342.67	1,457.33	62	2,325.

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682.170	Infrared Test	800.00	.00	800.00	.00	.00	735.00	65.00	92	690.
682.171	Safety Testing/Compliance	3,500.00	.00	3,500.00	747.47	.00	2,641.80	858.20	75	1,042.
682.173	Tree Crew Maintenance	12,000.00	.00	12,000.00	.00	.00	3,563.05	8,436.95	30	5,281.
685.180	Membership Dues and Fees	30,415.00	.00	30,415.00	.00	.00	9,987.00	20,428.00	33	17,015.
685.182	Other Operating Expenses	75,000.00	.00	75,000.00	265.50	.00	1,931.98	73,068.02	3	2,765.
685.183	Depreciation	900,000.00	.00	900,000.00	59,796.59	.00	422,869.12	477,130.88	47	437,363.
685.186	Training	18,700.00	.00	18,700.00	2,298.00	.00	6,491.00	12,209.00	35	4,041.
685.190	Landfill Fees	8,000.00	.00	8,000.00	630.20	.00	4,936.25	3,063.75	62	1,945.
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	19,372.49	(19,372.49)	+++	.
686.186	Legal Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.
686.187	Professional Services	10,200.00	22,500.00	32,700.00	11,749.95	6,475.50	22,674.75	3,549.75	89	3,466.
686.188	Architect/Engineer Svcs	121,000.00	.00	121,000.00	10,905.96	25,000.00	68,088.24	27,911.76	77	23,789.
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	128.00	872.00	13	510.
686.191	Contract Services/Studies	2,400.00	.00	2,400.00	105.99	.00	1,363.45	1,036.55	57	1,309.
686.195	Repair/Maint Svc Contract	23,500.00	.00	23,500.00	13,196.95	.00	18,097.67	5,402.33	77	18,089.
686.196	Bank Charges/Fees	.00	.00	.00	1,987.80	.00	12,805.50	(12,805.50)	+++	9,539.
686.199	Internal Engineering	21,500.00	.00	21,500.00	1,356.94	.00	10,358.78	11,141.22	48	4,980.
686.1895	Employee wellness services	8,000.00	.00	8,000.00	676.46	.00	4,259.55	3,740.45	53	3,383.
687.202	Utility Billing Services	55,000.00	.00	55,000.00	1,140.23	.00	35,868.94	19,131.06	65	28,753.
687.204	Janitorial Services	2,500.00	.00	2,500.00	207.87	.00	1,455.09	1,044.91	58	1,455.
689.800	Equipment Charges	.00	.00	.00	(344.12)	.00	(344.12)	344.12	+++	(1,098.4
702.105	Interest on Bonds	70,000.00	.00	70,000.00	.00	.00	.00	70,000.00	0	.
702.110	Bond Principal	600,000.00	.00	600,000.00	.00	.00	.00	600,000.00	0	.
720.001	Provision for Bad Debts	40,000.00	.00	40,000.00	3,333.33	.00	23,333.31	16,666.69	58	23,333.
720.006	Public Assistance Program	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	(7,110.9
750.124	Transfers to General Fund	730,628.00	.00	730,628.00	60,885.67	.00	426,199.69	304,428.31	58	422,283.
795.001	IT Internal Allocations	.00	.00	.00	7,974.06	.00	46,346.45	(46,346.45)	+++	40,541.
795.995	GF Cost Distribution	462,951.00	.00	462,951.00	38,579.25	.00	270,054.75	192,896.25	58	240,177.
900.3000	Buildings & Improvements	.00	.00	.00	.00	.00	87,802.20	(87,802.20)	+++	.
900.3100	Electric Distribution	880,000.00	.00	880,000.00	8,582.38	49,648.83	35,689.84	794,661.33	10	.
900.4100	Vehicles	40,000.00	.00	40,000.00	.00	.00	26,636.00	13,364.00	67	.
900.4200	Heavy Equipment	180,000.00	.00	180,000.00	.00	.00	.00	180,000.00	0	.
900.4300	Other Equipment	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	.
7999.9999	Principal Reclassified	(600,000.00)	.00	(600,000.00)	.00	.00	.00	(600,000.00)	0	.
9999.9999	Assets Reclassified	(1,106,000.00)	.00	(1,106,000.00)	.00	.00	.00	(1,106,000.00)	0	.

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Department 19 - Electric Totals		\$12,710,816.00	\$0.00	\$12,710,816.00	\$1,021,506.56	\$435,612.92	\$7,219,660.84	\$5,055,542.24	60%	\$6,208,801.
Department 36 - Fiber Optics										
662.141	Department Repairs	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.
685.183	Depreciation	.00	.00	.00	19.11	.00	133.74	(133.74)	+++	133.
900.1000	Infrastructure Improvemts	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	.
9999.9999	Assets Reclassified	(15,000.00)	.00	(15,000.00)	.00	.00	.00	(15,000.00)	0	.
Department 36 - Fiber Optics Totals		\$25,000.00	\$0.00	\$25,000.00	\$19.11	\$0.00	\$133.74	\$24,866.26	1%	\$133.
EXPENSE TOTALS		\$12,735,816.00	\$0.00	\$12,735,816.00	\$1,021,525.67	\$435,612.92	\$7,219,794.58	\$5,080,408.50	60%	\$6,208,935
Fund 0030 - Electric Utility Fund Totals										
REVENUE TOTALS		12,735,816.00	.00	12,735,816.00	1,028,247.75	.00	7,491,527.54	5,244,288.46	59%	7,175,356.
EXPENSE TOTALS		12,735,816.00	.00	12,735,816.00	1,021,525.67	435,612.92	7,219,794.58	5,080,408.50	60%	6,208,935.
Fund 0030 - Electric Utility Fund Totals		\$0.00	\$0.00	\$0.00	\$6,722.08	(\$435,612.92)	\$271,732.96	\$163,879.96		\$966,420.
Fund 0031 - Water Utility Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	3,476,665.00	.00	3,476,665.00	321,098.81	.00	2,086,271.47	1,390,393.53	60	1,504,201.
301.002	New Turn Ons	3,500.00	.00	3,500.00	225.00	.00	1,780.00	1,720.00	51	1,740.
301.006	Sale Of Raw Water	7,500.00	.00	7,500.00	1,130.86	.00	7,910.86	(410.86)	105	7,352.
301.009	New Service Taps	21,500.00	.00	21,500.00	1,000.00	.00	16,100.00	5,400.00	75	19,425.
301.013	Meter Installation	10,000.00	.00	10,000.00	600.00	.00	9,158.62	841.38	92	5,550.
302.001	Penalties	27,000.00	.00	27,000.00	3,419.99	.00	23,794.79	3,205.21	88	17,467.
306.001	Investment Earnings	1,500.00	.00	1,500.00	3,680.26	.00	17,997.39	(16,497.39)	1200	665.
324.020	Water Impact Fee	21,000.00	.00	21,000.00	550.00	.00	37,950.00	(16,950.00)	181	10,460.
335.004	Fema Recovery	.00	.00	.00	.00	.00	.00	.00	+++	7,420.
368.100	Retirement System Reimbursement Credit	.00	.00	.00	.00	.00	.00	.00	+++	6,202.
369.002	Miscellaneous Revenue	5,000.00	.00	5,000.00	815.00	.00	3,903.25	1,096.75	78	3,371.
391.001	Sale of Assets	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	4,975.
392.017	Transfers from ARPA Funds	.00	.00	.00	.00	.00	.00	.00	+++	250,478.
395.001	Transfer from General Fund	51,710.00	.00	51,710.00	.00	.00	.00	51,710.00	0	471,400.
Department 00 - Revenue Totals		\$3,628,875.00	\$0.00	\$3,628,875.00	\$332,519.92	\$0.00	\$2,204,866.38	\$1,424,008.62	61%	\$2,310,710.
REVENUE TOTALS		\$3,628,875.00	\$0.00	\$3,628,875.00	\$332,519.92	\$0.00	\$2,204,866.38	\$1,424,008.62	61%	\$2,310,710.
EXPENSE										
Department 15 - Water Distribution										
400.101	Regular Pay	173,741.00	.00	173,741.00	9,192.14	.00	97,444.21	76,296.79	56	66,945.

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401.103	Overtime	12,000.00	.00	12,000.00	1,429.44	.00	12,606.67	(606.67)	105	7,434.
401.105	On-call pay	6,000.00	.00	6,000.00	400.00	.00	3,000.00	3,000.00	50	3,000.
405.114	FICA	14,668.00	.00	14,668.00	763.85	.00	8,097.38	6,570.62	55	5,599.
406.116	Retirement	33,669.00	.00	33,669.00	2,095.72	.00	19,439.40	14,229.60	58	11,910.
408.125	SCMIT Worker's Comp Ins.	7,908.00	.00	7,908.00	3,816.41	3,816.41	10,532.43	(6,440.84)	181	10,969.
410.001	Health Claims Cost	27,300.00	.00	27,300.00	1,875.72	.00	12,234.44	15,065.56	45	10,613.
410.002	Health Claim Costs-Retire	10,535.00	.00	10,535.00	(200.24)	.00	(337.24)	10,872.24	-3	45.
500.101	Supplies and Materials	3,500.00	.00	3,500.00	268.51	.00	1,695.13	1,804.87	48	1,526.
500.102	Equipment	11,500.00	.00	11,500.00	.00	.00	1,684.12	9,815.88	15	749.
501.101	Uniforms and Clothing	4,400.00	.00	4,400.00	111.30	.00	1,994.73	2,405.27	45	1,966.
513.112	Asphalt/Concrete/Gravel	25,000.00	.00	25,000.00	.00	4,570.51	16,681.21	3,748.28	85	6,508.
514.110	Water Dist System Supply	90,000.00	.00	90,000.00	4,443.40	29,304.00	24,972.74	35,723.26	60	24,039.
515.129	Permit Fees Due To Others	1,000.00	.00	1,000.00	620.34	.00	620.34	379.66	62	574.
523.136	Hydrant Replacement	6,000.00	.00	6,000.00	.00	.00	(9,709.26)	15,709.26	-162	2,438.
532.148	Small Hand Tools	300.00	.00	300.00	152.91	.00	152.91	147.09	51	240.
600.110	SCMIRF Property/Liab Ins	55,000.00	.00	55,000.00	25,994.41	.00	48,652.23	6,347.77	88	45,373.
610.112	Postage	1,000.00	.00	1,000.00	42.07	.00	42.07	957.93	4	493.
610.1110	Communications- Wireless	2,040.00	.00	2,040.00	.00	.00	515.54	1,524.46	25	925.
620.114	Advertising	600.00	.00	600.00	.00	.00	84.00	516.00	14	.
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	.
650.127	Electricity	8,500.00	.00	8,500.00	728.69	.00	4,992.39	3,507.61	59	4,679.
650.128	Water	24,000.00	.00	24,000.00	2,079.74	.00	18,193.15	5,806.85	76	13,937.
650.129	Wastewater	12,000.00	.00	12,000.00	709.19	.00	6,173.78	5,826.22	51	6,839.
650.130	Sanitation	750.00	.00	750.00	55.96	.00	391.72	358.28	52	391.
650.133	Stormwater	5,000.00	.00	5,000.00	486.07	.00	3,321.46	1,678.54	66	2,492.
650.1271	Electricity- Sales Tax	500.00	.00	500.00	30.86	.00	169.97	330.03	34	208.
660.105	COVID-19 Pandemic Expense	200.00	.00	200.00	.00	.00	.00	200.00	0	100.
660.133	Repairs & Maint. Services	15,000.00	.00	15,000.00	68.13	.00	289.09	14,710.91	2	23,900.
660.139	Fleet Services-RTA Mtce Allocation	6,000.00	.00	6,000.00	2,033.11	.00	5,603.02	396.98	93	3,299.
660.145	Gasoline & Oil	9,000.00	.00	9,000.00	671.29	.00	5,351.59	3,648.41	59	3,983.
660.1391	Fleet Services -Departmental Expense Allocation	8,000.00	.00	8,000.00	1,146.47	.00	5,721.35	2,278.65	72	4,920.
660.1392	Fleet Svcs- Outside Vends	2,000.00	.00	2,000.00	225.00	.00	3,405.00	(1,405.00)	170	1,049.
670.156	Equipment Rental/Lease	500.00	.00	500.00	.00	.00	.00	500.00	0	.
685.180	Membership Dues and Fees	475.00	.00	475.00	.00	.00	.00	475.00	0	.
685.182	Other Operating Expenses	1,500.00	.00	1,500.00	33.00	.00	352.53	1,147.47	24	.

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685.183	Depreciation	455,000.00	.00	455,000.00	37,771.42	.00	265,041.12	189,958.88	58	265,446.
685.186	Training	2,100.00	.00	2,100.00	.00	.00	350.00	1,750.00	17	441.
686.187	Professional Services	6,420.00	.00	6,420.00	561.80	1,779.20	1,395.80	3,245.00	49	1,354.
686.189	Employee Medical	900.00	.00	900.00	.00	.00	.00	900.00	0	.
686.191	Contract Services/Studies	67,100.00	.00	67,100.00	105.98	25,000.00	1,363.44	40,736.56	39	1,309.
686.196	Bank Charges/Fees	.00	.00	.00	777.83	.00	5,010.84	(5,010.84)	+++	3,732.
686.199	Internal Engineering	10,000.00	.00	10,000.00	1,356.94	.00	10,358.78	(358.78)	104	4,980.
686.1895	Employee wellness services	2,700.00	.00	2,700.00	241.59	.00	1,521.28	1,178.72	56	1,208.
687.202	Utility Billing Services	9,000.00	.00	9,000.00	172.46	.00	5,425.45	3,574.55	60	4,349.
687.204	Janitorial Services	1,000.00	.00	1,000.00	68.64	.00	480.48	519.52	48	480.
702.106	Interest- Bonds	115,000.00	.00	115,000.00	.00	.00	15,713.46	99,286.54	14	64,367.
702.110	Bond Principal	401,000.00	.00	401,000.00	.00	.00	53,812.20	347,187.80	13	87,931.
703.109	Agents Fee	8,000.00	.00	8,000.00	.00	.00	4,550.00	3,450.00	57	4,475.
720.001	Provision for Bad Debts	9,000.00	.00	9,000.00	666.67	.00	4,666.69	4,333.31	52	4,666.
750.124	Transfers to General Fund	156,143.00	.00	156,143.00	13,011.92	.00	91,083.44	65,059.56	58	80,388.
795.995	GF Cost Distribution	99,907.00	.00	99,907.00	8,325.58	.00	58,279.06	41,627.94	58	51,831.
795.999	Allocation G&A Services	65,000.00	.00	65,000.00	.00	.00	32,882.43	32,117.57	51	30,382.
900.3500	Water Distribution	800,000.00	.00	800,000.00	.00	1,013,380.00	.00	(213,380.00)	127	6,876.
900.4100	Vehicles	40,000.00	.00	40,000.00	31,088.00	.00	31,088.00	8,912.00	78	.
7999.9999	Principal Reclassified	(401,000.00)	.00	(401,000.00)	.00	.00	(53,812.20)	(347,187.80)	13	(87,931.)
9999.9999	Assets Reclassified	(840,000.00)	.00	(840,000.00)	.00	.00	.00	(840,000.00)	0	(6,876.)
Department 15 - Water Distribution Totals		\$1,586,956.00	\$0.00	\$1,586,956.00	\$153,422.32	\$1,077,850.12	\$833,578.37	(\$324,472.49)	120%	\$786,572.
Department 16 - Filtration										
400.101	Regular Pay	278,565.00	.00	278,565.00	13,834.51	.00	136,510.16	142,054.84	49	146,964.
401.103	Overtime	7,500.00	.00	7,500.00	1,761.50	.00	1,831.88	5,668.12	24	1,609.
401.105	On-call pay	6,000.00	.00	6,000.00	533.36	.00	3,700.20	2,299.80	62	4,000.
405.114	FICA	22,344.00	.00	22,344.00	1,135.23	.00	10,122.30	12,221.70	45	10,822.
406.116	Retirement	51,287.00	.00	51,287.00	2,814.65	.00	24,453.21	26,833.79	48	23,429.
408.125	SCMIT Worker's Comp Ins.	11,863.00	.00	11,863.00	3,437.06	3,437.06	9,485.54	(1,059.60)	109	9,519.
410.001	Health Claims Cost	50,052.00	.00	50,052.00	3,667.50	.00	25,575.30	24,476.70	51	24,014.
410.002	Health Claim Costs-Retire	10,535.00	.00	10,535.00	.00	.00	12.00	10,523.00	0	4,046.
500.101	Supplies and Materials	2,300.00	.00	2,300.00	126.63	.00	1,691.78	608.22	74	1,392.
500.102	Equipment	6,500.00	.00	6,500.00	.00	.00	.00	6,500.00	0	2,789.
501.101	Uniforms and Clothing	4,000.00	.00	4,000.00	193.42	.00	530.71	3,469.29	13	948.
512.108	Chemicals	304,000.00	.00	304,000.00	23,195.94	52,024.17	146,551.04	105,424.79	65	105,188.

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512.109	Laboratory Supplies	20,000.00	.00	20,000.00	1,830.51	.00	13,392.59	6,607.41	67	10,880.
515.121	Safety Supplies	1,550.00	.00	1,550.00	.00	.00	232.14	1,317.86	15	.
515.129	Permit Fees Due To Others	22,000.00	.00	22,000.00	.00	.00	20,422.00	1,578.00	93	20,635.
532.148	Small Hand Tools	300.00	.00	300.00	49.41	.00	49.41	250.59	16	65.
540.151	IP Raw Water Contract-Cty	22,960.00	.00	22,960.00	1,548.35	.00	8,688.04	14,271.96	38	10,606.
540.152	Raw Water Pump Maint.	60,000.00	.00	60,000.00	5,191.98	.00	35,160.56	24,839.44	59	32,305.
540.157	Treated Water Purchase	200.00	.00	200.00	6.84	.00	41.04	158.96	21	85.
540.1510	IP Raw Water Contract-Stl	11,808.00	.00	11,808.00	530.44	.00	3,316.86	8,491.14	28	4,136.
600.110	SCMIRF Property/Liab Ins	150,000.00	.00	150,000.00	78,352.61	.00	146,648.04	3,351.96	98	136,766.
610.111	Communications- Landline	1,300.00	.00	1,300.00	156.88	.00	792.95	507.05	61	727.
610.112	Postage	800.00	.00	800.00	.00	.00	.00	800.00	0	.
610.1110	Communications- Wireless	660.00	.00	660.00	.00	.00	247.74	412.26	38	248.
620.114	Advertising	1,000.00	.00	1,000.00	.00	.00	84.00	916.00	8	.
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	.
650.127	Electricity	85,000.00	.00	85,000.00	8,160.41	.00	53,009.91	31,990.09	62	44,250.
650.130	Sanitation	975.00	.00	975.00	75.20	.00	526.40	448.60	54	526.
650.133	Stormwater	2,500.00	.00	2,500.00	245.10	.00	1,674.84	825.16	67	1,256.
650.134	Security Lights	1,700.00	.00	1,700.00	132.00	.00	924.00	776.00	54	924.
650.1271	Electricity- Sales Tax	1,000.00	.00	1,000.00	8.09	.00	53.77	946.23	5	50.
660.105	COVID-19 Pandemic Expense	400.00	.00	400.00	.00	.00	.00	400.00	0	300.
660.133	Repairs & Maint. Services	68,589.00	.00	68,589.00	987.39	.00	16,243.60	52,345.40	24	13,896.
660.139	Fleet Services-RTA Mtce Allocation	500.00	.00	500.00	.00	.00	841.45	(341.45)	168	18.
660.145	Gasoline & Oil	1,750.00	.00	1,750.00	.00	.00	192.79	1,557.21	11	647.
660.1391	Fleet Services -Departmental Expense Allocation	900.00	.00	900.00	106.25	.00	1,701.26	(801.26)	189	810.
670.156	Equipment Rental/Lease	500.00	.00	500.00	.00	.00	.00	500.00	0	.
685.180	Membership Dues and Fees	955.00	.00	955.00	.00	.00	45.00	910.00	5	45.
685.182	Other Operating Expenses	25,000.00	(11,250.00)	13,750.00	117.00	.00	236.62	13,513.38	2	51.
685.183	Depreciation	325,000.00	.00	325,000.00	23,540.91	.00	165,797.48	159,202.52	51	172,317.
685.186	Training	1,450.00	.00	1,450.00	134.00	.00	722.00	728.00	50	131.
686.187	Professional Services	17,625.00	11,250.00	28,875.00	2,895.00	.00	10,157.31	18,717.69	35	1,315.
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	380.00	620.00	38	250.
686.195	Repair/Maint Svc Contract	1,800.00	.00	1,800.00	.00	.00	1,050.65	749.35	58	973.
686.199	Internal Engineering	15,000.00	.00	15,000.00	1,356.94	.00	10,358.78	4,641.22	69	4,980.
686.1895	Employee wellness services	3,000.00	.00	3,000.00	289.91	.00	1,825.52	1,174.48	61	1,450.
687.204	Janitorial Services	2,000.00	.00	2,000.00	204.80	.00	1,433.60	566.40	72	1,433.

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720.005	Loss on Asset Disposal	.00	.00	.00	.00	.00	.00	.00	+++	2,113.
750.124	Transfers to General Fund	139,136.00	.00	139,136.00	11,594.75	.00	81,163.25	57,972.75	58	71,633.
795.995	GF Cost Distribution	89,024.00	.00	89,024.00	7,418.66	.00	51,930.62	37,093.38	58	46,185.
795.999	Allocation G&A Services	92,000.00	.00	92,000.00	.00	.00	32,882.43	59,117.57	36	30,382.
900.3300	Water Filtration Plant	4,500,000.00	.00	4,500,000.00	2,785.63	(14,847.13)	15,699.13	4,499,148.00	0	189,291.
900.4100	Vehicles	.00	.00	.00	.00	(27,308.00)	27,308.00	.00	+++	.
9999.9999	Assets Reclassified	(4,500,000.00)	.00	(4,500,000.00)	.00	.00	.00	(4,500,000.00)	0	(189,291.)
Department 16 - Filtration Totals		\$1,924,428.00	\$0.00	\$1,924,428.00	\$198,418.86	\$13,306.10	\$1,065,697.90	\$845,424.00	56%	\$947,123.
Department 41 - General & Administrative										
400.101	Regular Pay	151,317.00	.00	151,317.00	9,907.26	.00	86,735.62	64,581.38	57	69,904.
405.114	FICA	11,576.00	.00	11,576.00	719.29	.00	6,345.58	5,230.42	55	5,118.
406.116	Retirement	26,571.00	.00	26,571.00	1,727.58	.00	14,975.62	11,595.38	56	10,767.
408.125	SCMIT Worker's Comp Ins.	3,478.00	.00	3,478.00	1,046.06	1,046.06	2,886.90	(454.96)	113	2,897.
410.001	Health Claims Cost	20,020.00	.00	20,020.00	1,464.14	.00	10,248.98	9,771.02	51	9,255.
500.101	Supplies and Materials	4,800.00	.00	4,800.00	455.99	.00	2,166.76	2,633.24	45	2,430.
500.102	Equipment	2,000.00	.00	2,000.00	.00	.00	405.42	1,594.58	20	4,058.
500.103	Furniture	800.00	.00	800.00	.00	.00	554.37	245.63	69	.
501.101	Uniforms and Clothing	500.00	.00	500.00	.00	.00	.00	500.00	0	.
600.110	SCMIRF Property/Liab Ins	.00	.00	.00	138.51	.00	259.24	(259.24)	+++	241.
610.111	Communications- Landline	4,800.00	.00	4,800.00	323.53	.00	2,699.21	2,100.79	56	2,586.
610.112	Postage	250.00	.00	250.00	90.42	.00	559.87	(309.87)	224	81.
610.1110	Communications- Wireless	660.00	.00	660.00	.00	.00	247.74	412.26	38	248.
620.114	Advertising	200.00	.00	200.00	.00	.00	.00	200.00	0	.
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	.
650.127	Electricity	2,700.00	.00	2,700.00	207.67	.00	1,429.73	1,270.27	53	1,404.
650.128	Water	260.00	.00	260.00	24.66	.00	200.16	59.84	77	135.
650.129	Wastewater	375.00	.00	375.00	28.00	.00	223.96	151.04	60	181.
650.130	Sanitation	525.00	.00	525.00	39.33	.00	275.31	249.69	52	275.
650.133	Stormwater	2,100.00	.00	2,100.00	226.52	.00	1,547.87	552.13	74	1,161.
650.134	Security Lights	700.00	.00	700.00	53.00	.00	371.00	329.00	53	371.
650.1271	Electricity- Sales Tax	150.00	.00	150.00	7.32	.00	52.52	97.48	35	58.
660.105	COVID-19 Pandemic Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	646.
660.133	Repairs & Maint. Services	30,000.00	.00	30,000.00	11.37	.00	238.38	29,761.62	1	1,354.
660.139	Fleet Services-RTA Mtce Allocation	500.00	.00	500.00	.00	.00	43.39	456.61	9	247.
660.145	Gasoline & Oil	3,000.00	.00	3,000.00	218.46	.00	1,196.97	1,803.03	40	1,082.

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660.1391	Fleet Services -Departmental Expense Allocation	1,800.00	.00	1,800.00	130.88	.00	1,158.77	641.23	64	1,029.
660.1392	Fleet Svcs- Outside Vends	.00	.00	.00	.00	.00	1,297.48	(1,297.48)	+++	.
670.156	Equipment Rental/Lease	3,120.00	.00	3,120.00	209.60	.00	1,686.91	1,433.09	54	1,778.
685.180	Membership Dues and Fees	1,500.00	.00	1,500.00	775.00	.00	1,226.00	274.00	82	1,039.
685.182	Other Operating Expenses	1,500.00	.00	1,500.00	66.00	.00	567.75	932.25	38	302.
685.183	Depreciation	.00	.00	.00	590.84	.00	4,135.82	(4,135.82)	+++	4,135.
685.186	Training	460.00	.00	460.00	.00	.00	.00	460.00	0	131.
686.187	Professional Services	1,640.00	.00	1,640.00	.00	(900.00)	3,092.56	(552.56)	134	.
686.189	Employee Medical	250.00	.00	250.00	.00	.00	150.00	100.00	60	.
686.195	Repair/Maint Svc Contract	2,000.00	.00	2,000.00	.00	.00	748.44	1,251.56	37	725.
686.1895	Employee wellness services	1,200.00	.00	1,200.00	96.64	.00	608.51	591.49	51	483.
687.204	Janitorial Services	2,000.00	.00	2,000.00	205.92	.00	1,441.44	558.56	72	1,441.
795.001	IT Internal Allocations	80,000.00	.00	80,000.00	7,974.06	.00	46,346.45	33,653.55	58	40,541.
795.999	Allocation G&A Services	(300,000.00)	.00	(300,000.00)	.00	.00	(164,412.10)	(135,587.90)	55	(151,911.)
Department 41 - General & Administrative Totals		\$63,352.00	\$0.00	\$63,352.00	\$26,738.05	\$146.06	\$31,712.63	\$31,493.31	50%	\$14,206.
Department 42 - Engineering Services										
400.101	Regular Pay	147,654.00	.00	147,654.00	9,096.63	.00	74,550.90	73,103.10	50	52,683.
405.114	FICA	11,295.00	.00	11,295.00	641.71	.00	5,319.67	5,975.33	47	3,684.
406.116	Retirement	25,928.00	.00	25,928.00	1,588.75	.00	12,904.42	13,023.58	50	8,154.
408.125	SCMIT Worker's Comp Ins.	2,362.00	.00	2,362.00	.00	.00	.00	2,362.00	0	.
410.001	Health Claims Cost	18,200.00	.00	18,200.00	1,455.72	.00	8,930.88	9,269.12	49	7,453.
500.101	Supplies and Materials	250.00	.00	250.00	24.00	.00	220.74	29.26	88	111.
500.105	Printing and Binding	300.00	.00	300.00	.00	.00	117.24	182.76	39	195.
501.101	Uniforms and Clothing	1,000.00	.00	1,000.00	.00	.00	127.18	872.82	13	.
515.121	Safety Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	.
515.124	Department Supplies	2,550.00	.00	2,550.00	.00	.00	188.66	2,361.34	7	.
600.110	SCMIRF Property/Liab Ins	475.00	.00	475.00	230.86	.00	432.08	42.92	91	402.
610.112	Postage	75.00	.00	75.00	.00	.00	.00	75.00	0	.
610.1110	Communications- Wireless	1,200.00	.00	1,200.00	.00	.00	507.65	692.35	42	248.
640.124	Travel Expense	300.00	.00	300.00	.00	.00	20.00	280.00	7	.
685.180	Membership Dues and Fees	600.00	.00	600.00	.00	.00	.00	600.00	0	175.
685.183	Depreciation	5,500.00	.00	5,500.00	435.10	.00	3,045.70	2,454.30	55	3,045.
685.184	Continuing Education	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.
685.186	Training	800.00	.00	800.00	.00	.00	.00	800.00	0	.
686.187	Professional Services	7,700.00	.00	7,700.00	.00	.00	4,365.68	3,334.32	57	2,958.

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686.1895	Employee wellness services	1,200.00	.00	1,200.00	96.64	.00	608.51	591.49	51	483.
735.122	Services Billed	(175,000.00)	.00	(175,000.00)	(13,569.41)	.00	(103,587.79)	(71,412.21)	59	(49,800.9)
Department 42 - Engineering Services Totals		\$54,139.00	\$0.00	\$54,139.00	\$0.00	\$0.00	\$7,751.52	\$46,387.48	14%	\$29,794.
EXPENSE TOTALS		\$3,628,875.00	\$0.00	\$3,628,875.00	\$378,579.23	\$1,091,302.28	\$1,938,740.42	\$598,832.30	83%	\$1,777,696.
Fund 0031 - Water Utility Fund Totals										
REVENUE TOTALS		3,628,875.00	.00	3,628,875.00	332,519.92	.00	2,204,866.38	1,424,008.62	61%	2,310,710.
EXPENSE TOTALS		3,628,875.00	.00	3,628,875.00	378,579.23	1,091,302.28	1,938,740.42	598,832.30	83%	1,777,696.
Fund 0031 - Water Utility Fund Totals		\$0.00	\$0.00	\$0.00	(\$46,059.31)	(\$1,091,302.28)	\$266,125.96	\$825,176.32		\$533,013.
Fund 0032 - Wastewater Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	3,043,332.00	(57,187.00)	2,986,145.00	296,367.52	.00	1,891,492.34	1,094,652.66	63	1,629,474.
301.002	New Turn Ons	3,000.00	.00	3,000.00	210.00	.00	1,710.00	1,290.00	57	1,680.
301.009	New Service Taps	9,500.00	.00	9,500.00	.00	.00	9,000.00	500.00	95	6,300.
301.014	Fixed Charges - Andrews	120,000.00	.00	120,000.00	10,119.80	.00	70,838.60	49,161.40	59	70,838.
301.015	Fixed Charges - GCWSD	232,000.00	.00	232,000.00	19,241.87	.00	134,693.09	97,306.91	58	153,934.
301.016	Fixed Charges - COG	336,000.00	.00	336,000.00	27,651.27	.00	193,558.89	142,441.11	58	193,558.
301.017	Volume Charges - Andrews	220,000.00	.00	220,000.00	11,314.82	.00	71,502.39	148,497.61	33	46,053.
301.018	Volume Charges - GCWSD	450,000.00	.00	450,000.00	26,725.24	.00	194,059.03	255,940.97	43	99,595.
301.019	Volume Charges - COG	1,250,000.00	.00	1,250,000.00	69,888.75	.00	494,905.68	755,094.32	40	585,872.
301.026	Fixed- Elim Georgetown	(336,000.00)	.00	(336,000.00)	(27,651.27)	.00	(193,558.89)	(142,441.11)	58	(193,558.8)
301.029	Volume-Elim-Georgetown	(1,250,000.00)	.00	(1,250,000.00)	(69,888.75)	.00	(494,905.68)	(755,094.32)	40	(585,872.7)
302.001	Penalties	35,000.00	.00	35,000.00	3,296.12	.00	23,659.64	11,340.36	68	19,805.
303.006	Septic Tank Dumping	50,000.00	.00	50,000.00	3,270.00	.00	19,310.00	30,690.00	39	19,510.
306.001	Investment Earnings	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	520.
324.017	Wastewater Impact Fee	12,000.00	.00	12,000.00	.00	.00	58,350.00	(46,350.00)	486	10,190.
332.009	Other State Grants	.00	.00	.00	.00	.00	67,939.62	(67,939.62)	+++	.
368.100	Retirement System Reimbursement Credit	.00	.00	.00	.00	.00	.00	.00	+++	4,332.
369.002	Miscellaneous Revenue	2,000.00	.00	2,000.00	.00	.00	33.63	1,966.37	2	966.
392.017	Transfers from ARPA Funds	.00	.00	.00	.00	.00	.00	.00	+++	1,004,504.
395.001	Transfer from General Fund	1,627.00	.00	1,627.00	.00	.00	.00	1,627.00	0	11,553.
Department 00 - Revenue Totals		\$4,179,459.00	(\$57,187.00)	\$4,122,272.00	\$370,545.37	\$0.00	\$2,542,588.34	\$1,579,683.66	62%	\$3,079,258.
REVENUE TOTALS		\$4,179,459.00	(\$57,187.00)	\$4,122,272.00	\$370,545.37	\$0.00	\$2,542,588.34	\$1,579,683.66	62%	\$3,079,258.
EXPENSE										

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Department 18 - Wastewater Collections

400.101	Regular Pay	244,335.00	.00	244,335.00	13,126.38	.00	117,304.27	127,030.73	48	118,544.
401.103	Overtime	5,000.00	.00	5,000.00	315.17	.00	1,316.95	3,683.05	26	990.
401.105	On-call pay	6,000.00	.00	6,000.00	233.32	.00	1,899.90	4,100.10	32	2,199.
405.114	FICA	19,534.00	.00	19,534.00	953.40	.00	8,538.78	10,995.22	44	8,517.
406.116	Retirement	44,836.00	.00	44,836.00	2,465.63	.00	20,770.72	24,065.28	46	18,642.
408.125	SCMIT Worker's Comp Ins.	9,586.00	.00	9,586.00	6,368.34	6,368.34	17,575.20	(14,357.54)	250	17,637.
410.001	Health Claims Cost	54,599.00	.00	54,599.00	3,256.70	.00	22,796.90	31,802.10	42	29,129.
410.002	Health Claim Costs-Retire	10,535.00	.00	10,535.00	.00	.00	8,191.22	2,343.78	78	9,129.
500.101	Supplies and Materials	5,500.00	.00	5,500.00	1,113.43	.00	3,405.45	2,094.55	62	3,048.
500.102	Equipment	24,000.00	.00	24,000.00	496.98	10,785.50	5,851.75	7,362.75	69	1,762.
501.101	Uniforms and Clothing	7,200.00	.00	7,200.00	267.72	.00	3,237.26	3,962.74	45	3,467.
512.108	Chemicals	4,500.00	.00	4,500.00	1,284.00	.00	3,779.71	720.29	84	154.
513.112	Asphalt/Concrete/Gravel	28,300.00	.00	28,300.00	1,035.09	6,254.38	12,775.55	9,270.07	67	8,946.
514.111	WW Collection Syst Supply	10,000.00	.00	10,000.00	.00	.00	3,093.62	6,906.38	31	5,780.
515.121	Safety Supplies	900.00	.00	900.00	.00	.00	300.00	600.00	33	.
515.126	Department Equipment	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	6,391.
532.148	Small Hand Tools	350.00	.00	350.00	126.23	.00	126.23	223.77	36	118.
532.1481	Small Hand Tools - Maintenance	450.00	.00	450.00	.00	.00	.00	450.00	0	.
600.110	SCMIRF Property/Liab Ins	42,500.00	.00	42,500.00	22,116.03	.00	41,393.29	1,106.71	97	38,603.
610.112	Postage	1,000.00	.00	1,000.00	119.95	.00	545.00	455.00	54	446.
610.1110	Communications- Wireless	3,120.00	.00	3,120.00	.00	.00	1,134.28	1,985.72	36	1,570.
620.114	Advertising	500.00	.00	500.00	.00	.00	74.00	426.00	15	195.
640.124	Travel Expense	200.00	.00	200.00	.00	.00	.00	200.00	0	.
650.127	Electricity	85,000.00	.00	85,000.00	6,275.65	.00	39,896.22	45,103.78	47	40,453.
650.133	Stormwater	10,000.00	.00	10,000.00	1,093.35	.00	7,471.20	2,528.80	75	5,606.
650.134	Security Lights	1,750.00	.00	1,750.00	121.00	.00	847.00	903.00	48	847.
650.1271	Electricity- Sales Tax	2,750.00	.00	2,750.00	176.01	.00	1,109.42	1,640.58	40	1,344.
660.105	COVID-19 Pandemic Expense	250.00	.00	250.00	.00	.00	.00	250.00	0	400.
660.133	Repairs & Maint. Services	126,500.00	.00	126,500.00	.00	25,000.00	3,520.02	97,979.98	23	145,542.
660.139	Fleet Services-RTA Mtce Allocation	19,000.00	.00	19,000.00	3,013.11	.00	9,014.76	9,985.24	47	8,925.
660.145	Gasoline & Oil	20,000.00	.00	20,000.00	2,087.22	.00	13,899.94	6,100.06	69	8,916.
660.1391	Fleet Services -Departmental Expense Allocation	25,000.00	.00	25,000.00	1,805.25	.00	14,274.03	10,725.97	57	13,709.
660.1392	Fleet Svcs- Outside Vends	2,000.00	.00	2,000.00	.00	.00	1,867.70	132.30	93	1,142.
670.156	Equipment Rental/Lease	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	.

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681.100	Capital Lease Principal	.00	.00	.00	.00	.00	56,000.00	(56,000.00)	+++	.
681.120	Capital Lease Interest	.00	.00	.00	.00	.00	8,548.51	(8,548.51)	+++	.
685.180	Membership Dues and Fees	1,100.00	.00	1,100.00	.00	.00	45.00	1,055.00	4	.
685.182	Other Operating Expenses	5,000.00	.00	5,000.00	132.00	.00	216.63	4,783.37	4	.
685.183	Depreciation	400,000.00	.00	400,000.00	31,788.66	.00	220,097.32	179,902.68	55	211,109.
685.186	Training	2,810.00	.00	2,810.00	.00	.00	.00	2,810.00	0	131.
686.187	Professional Services	9,400.00	.00	9,400.00	166.65	(7,517.40)	7,704.94	9,212.46	2	1,253.
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	538.00	462.00	54	100.
686.191	Contract Services/Studies	2,040.00	.00	2,040.00	106.01	.00	1,363.85	676.15	67	1,309.
686.195	Repair/Maint Svc Contract	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	.
686.196	Bank Charges/Fees	.00	.00	.00	648.20	.00	4,175.71	(4,175.71)	+++	3,110.
686.199	Internal Engineering	15,000.00	.00	15,000.00	1,356.94	.00	10,358.78	4,641.22	69	4,980.
686.1895	Employee wellness services	4,800.00	.00	4,800.00	338.23	.00	2,129.77	2,670.23	44	1,691.
687.202	Utility Billing Services	9,000.00	.00	9,000.00	156.14	.00	4,912.18	4,087.82	55	3,937.
687.204	Janitorial Services	3,000.00	.00	3,000.00	273.43	.00	1,914.01	1,085.99	64	1,914.
702.106	Interest- Bonds	30,000.00	.00	30,000.00	.00	.00	7,905.10	22,094.90	26	23,551.
702.110	Bond Principal	107,000.00	.00	107,000.00	.00	.00	26,366.57	80,633.43	25	72,678.
703.1001	Agent Fees	8,000.00	.00	8,000.00	.00	.00	4,112.50	3,887.50	51	4,112.
720.001	Provision for Bad Debts	8,000.00	.00	8,000.00	625.00	.00	4,375.00	3,625.00	55	4,375.
750.124	Transfers to General Fund	192,183.00	.00	192,183.00	16,015.17	.00	112,106.19	80,076.81	58	110,891.
795.995	GF Cost Distribution	92,727.00	.00	92,727.00	7,727.25	.00	54,090.75	38,636.25	58	48,105.
795.999	Allocation G&A Services	.00	.00	.00	.00	.00	41,103.03	(41,103.03)	+++	37,977.
900.3700	Wastewater Collection Sys	635,353.00	.00	635,353.00	.00	19,859.36	591,663.64	23,830.00	96	4,846.
900.4100	Vehicles	80,000.00	.00	80,000.00	62,176.00	(10,506.00)	62,176.00	28,330.00	65	417,358.
900.4300	Other Equipment	250,581.00	.00	250,581.00	.00	.00	161,796.24	88,784.76	65	.
7999.9999	Principal Reclassified	(107,000.00)	.00	(107,000.00)	.00	.00	(26,366.57)	(80,633.43)	25	(72,678.1)
9999.9999	Assets Reclassified	(965,934.00)	.00	(965,934.00)	.00	.00	.00	(965,934.00)	0	(422,204.0)
Department 18 - Wastewater Collections Totals		\$1,625,255.00	\$0.00	\$1,625,255.00	\$189,359.64	\$50,244.18	\$1,723,343.52	(\$148,332.70)	109%	\$960,721.
Department 34 - Regional Wastewater Plant										
400.101	Regular Pay	257,846.00	.00	257,846.00	15,437.95	.00	152,781.29	105,064.71	59	145,245.
401.103	Overtime	10,000.00	.00	10,000.00	896.83	.00	6,400.16	3,599.84	64	5,471.
401.105	On-call pay	8,000.00	.00	8,000.00	533.32	.00	3,999.90	4,000.10	50	3,999.
405.114	FICA	21,102.00	.00	21,102.00	1,179.49	.00	11,543.62	9,558.38	55	10,858.
406.116	Retirement	48,437.00	.00	48,437.00	2,949.06	.00	28,138.07	20,298.93	58	23,772.
408.125	SCMIT Worker's Comp Ins.	12,813.00	.00	12,813.00	1,379.42	1,379.42	3,806.90	7,626.68	40	4,208.

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410.001	Health Claims Cost	50,049.00	.00	50,049.00	4,063.22	.00	29,120.14	20,928.86	58	28,502.
500.101	Supplies and Materials	2,300.00	.00	2,300.00	140.46	.00	2,039.96	260.04	89	1,787.
500.102	Equipment	7,800.00	.00	7,800.00	.00	5,444.41	871.60	1,483.99	81	8,087.
501.101	Uniforms and Clothing	4,000.00	.00	4,000.00	244.97	.00	1,185.73	2,814.27	30	1,555.
512.108	Chemicals	120,400.00	.00	120,400.00	9,302.48	29,040.76	49,150.76	42,208.48	65	39,423.
512.109	Laboratory Supplies	22,400.00	.00	22,400.00	2,297.45	.00	10,922.16	11,477.84	49	8,608.
515.121	Safety Supplies	900.00	.00	900.00	.00	.00	.00	900.00	0	.
515.129	Permit Fees Due To Others	9,100.00	.00	9,100.00	.00	.00	8,388.98	711.02	92	8,098.
532.148	Small Hand Tools	300.00	.00	300.00	.00	.00	292.61	7.39	98	251.
600.110	SCMIRF Property/Liab Ins	250,000.00	.00	250,000.00	122,261.47	.00	228,829.70	21,170.30	92	213,409.
610.111	Communications- Landline	2,400.00	.00	2,400.00	155.11	.00	1,240.66	1,159.34	52	1,250.
610.112	Postage	1,000.00	.00	1,000.00	8.09	.00	64.81	935.19	6	574.
610.1110	Communications- Wireless	660.00	.00	660.00	.00	.00	392.14	267.86	59	392.
620.114	Advertising	500.00	.00	500.00	.00	.00	.00	500.00	0	.
640.124	Travel Expense	100.00	200.00	300.00	14.00	.00	238.38	61.62	79	14.
650.127	Electricity	360,000.00	.00	360,000.00	21,574.08	.00	156,916.60	203,083.40	44	182,281.
650.128	Water	3,600.00	.00	3,600.00	356.33	.00	1,438.61	2,161.39	40	799.
650.130	Sanitation	3,600.00	.00	3,600.00	262.13	.00	1,834.91	1,765.09	51	1,834.
650.133	Stormwater	3,000.00	.00	3,000.00	287.39	.00	1,963.85	1,036.15	65	1,473.
650.134	Security Lights	5,000.00	.00	5,000.00	347.00	.00	2,429.00	2,571.00	49	2,429.
650.1271	Electricity- Sales Tax	15,000.00	.00	15,000.00	860.57	.00	6,370.56	8,629.44	42	6,986.
660.133	Repairs & Maint. Services	165,000.00	(68,437.00)	96,563.00	3,072.04	15,678.20	66,265.37	14,619.43	85	57,961.
660.139	Fleet Services-RTA Mtce Allocation	4,000.00	.00	4,000.00	165.43	.00	1,244.06	2,755.94	31	1,402.
660.145	Gasoline & Oil	2,500.00	.00	2,500.00	439.60	.00	2,292.71	207.29	92	865.
660.1391	Fleet Services -Departmental Expense Allocation	3,000.00	.00	3,000.00	193.04	.00	1,085.01	1,914.99	36	1,464.
670.156	Equipment Rental/Lease	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	964.
685.180	Membership Dues and Fees	425.00	.00	425.00	.00	.00	90.00	335.00	21	45.
685.182	Other Operating Expenses	1,000.00	.00	1,000.00	157.50	.00	286.56	713.44	29	51.
685.183	Depreciation	2,800.00	.00	2,800.00	214.37	.00	1,500.62	1,299.38	54	1,500.
685.186	Training	1,710.00	.00	1,710.00	134.00	.00	783.00	927.00	46	319.
685.190	Landfill Fees	75,000.00	(200.00)	74,800.00	2,407.50	.00	33,293.95	41,506.05	45	18,185.
686.187	Professional Services	59,775.00	11,250.00	71,025.00	6,069.14	.00	14,720.15	56,304.85	21	4,572.
686.189	Employee Medical	1,010.00	.00	1,010.00	235.00	.00	235.00	775.00	23	150.
686.195	Repair/Maint Svc Contract	2,220.00	.00	2,220.00	.00	.00	1,534.95	685.05	69	1,461.
686.199	Internal Engineering	.00	.00	.00	2,713.88	.00	20,717.56	(20,717.56)	+++	9,960.

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686.1895	Employee wellness services	3,240.00	.00	3,240.00	241.59	.00	1,521.28	1,718.72	47	1,208.
702.106	Interest- Bonds	166,000.00	.00	166,000.00	.00	.00	.00	166,000.00	0	88,788.
702.110	Bond Principal	582,000.00	.00	582,000.00	.00	.00	.00	582,000.00	0	.
703.109	Agents Fee	5,800.00	.00	5,800.00	.00	.00	2,862.50	2,937.50	49	2,862.
750.124	Transfers to General Fund	127,634.00	.00	127,634.00	10,636.17	.00	74,453.19	53,180.81	58	73,646.
795.995	GF Cost Distribution	61,583.00	.00	61,583.00	5,131.92	.00	35,923.44	25,659.56	58	31,949.
795.999	Allocation G&A Services	.00	.00	.00	.00	.00	41,103.02	(41,103.02)	+++	37,977.
900.3900	Wastewater Treatment Plnt	250,000.00	57,187.00	307,187.00	.00	180,953.00	57,187.00	69,047.00	78	.
900.4100	Vehicles	40,000.00	.00	40,000.00	31,088.00	.00	31,088.00	8,912.00	78	.
900.7000	Regional Wstewtr Treatmnt	.00	.00	.00	.00	.00	.00	.00	+++	56,477.
7999.9999	Principal Reclassified	(582,000.00)	.00	(582,000.00)	.00	.00	.00	(582,000.00)	0	.
9999.9999	Assets Reclassified	(290,000.00)	(57,187.00)	(347,187.00)	.00	.00	.00	(347,187.00)	0	(56,477.)
Sub Department 17 - Wastewater Treatment										
685.183	Depreciation	650,000.00	.00	650,000.00	53,661.93	.00	375,634.10	274,365.90	58	371,554.
Sub Department 17 - Wastewater Treatment Totals		\$650,000.00	\$0.00	\$650,000.00	\$53,661.93	\$0.00	\$375,634.10	\$274,365.90	58%	\$371,554.
Department 34 - Regional Wastewater Plant Totals		\$2,554,204.00	(\$57,187.00)	\$2,497,017.00	\$301,111.93	\$232,495.79	\$1,474,182.57	\$790,338.64	68%	\$1,408,211.
EXPENSE TOTALS		\$4,179,459.00	(\$57,187.00)	\$4,122,272.00	\$490,471.57	\$282,739.97	\$3,197,526.09	\$642,005.94	84%	\$2,368,932
Fund 0032 - Wastewater Fund Totals										
REVENUE TOTALS		4,179,459.00	(57,187.00)	4,122,272.00	370,545.37	.00	2,542,588.34	1,579,683.66	62%	3,079,258.
EXPENSE TOTALS		4,179,459.00	(57,187.00)	4,122,272.00	490,471.57	282,739.97	3,197,526.09	642,005.94	84%	2,368,932
Fund 0032 - Wastewater Fund Totals		\$0.00	\$0.00	\$0.00	(\$119,926.20)	(\$282,739.97)	(\$654,937.75)	\$937,677.72		\$710,325.
Fund 0033 - Stormwater Utility Fund										
REVENUE										
Department 00 - Revenue										
301.000	Sale Of Utilities	1,177,600.00	.00	1,177,600.00	94,491.43	.00	665,399.45	512,200.55	57	550,696.
302.001	Penalties	8,500.00	.00	8,500.00	1,100.51	.00	7,135.50	1,364.50	84	5,736.
332.000	State Grants	300,000.00	.00	300,000.00	.00	.00	.00	300,000.00	0	.
368.100	Retirement System Reimbursement Credit	.00	.00	.00	.00	.00	.00	.00	+++	1,738.
369.002	Miscellaneous Revenue	.00	.00	.00	.00	.00	39,414.10	(39,414.10)	+++	.
392.017	Transfers from ARPA Funds	.00	.00	.00	.00	.00	.00	.00	+++	14,415.
395.001	Transfer from General Fund	37,487.00	.00	37,487.00	.00	.00	.00	37,487.00	0	309,418.
Department 00 - Revenue Totals		\$1,523,587.00	\$0.00	\$1,523,587.00	\$95,591.94	\$0.00	\$711,949.05	\$811,637.95	47%	\$882,005.
REVENUE TOTALS		\$1,523,587.00	\$0.00	\$1,523,587.00	\$95,591.94	\$0.00	\$711,949.05	\$811,637.95	47%	\$882,005.
EXPENSE										

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Department **40 - Storm Water Utility Exp.**

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400.101	Regular Pay	212,958.00	.00	212,958.00	13,779.72	.00	123,353.09	89,604.91	58	115,548.
401.103	Overtime	3,500.00	.00	3,500.00	27.32	.00	527.39	2,972.61	15	1,648.
401.105	On-call pay	3,000.00	.00	3,000.00	300.00	.00	2,100.00	900.00	70	1,800.
405.114	FICA	16,789.00	.00	16,789.00	984.98	.00	8,931.14	7,857.86	53	8,206.
406.116	Retirement	38,536.00	.00	38,536.00	2,459.94	.00	21,642.64	16,893.36	56	18,234.
408.125	SCMIT Worker's Comp Ins.	10,717.00	.00	10,717.00	4,356.68	4,356.68	12,023.48	(5,663.16)	153	12,504.
410.001	Health Claims Cost	45,500.00	.00	45,500.00	3,330.38	.00	23,312.66	22,187.34	51	30,162.
500.101	Supplies and Materials	2,100.00	.00	2,100.00	1,303.80	.00	2,115.63	(15.63)	101	299.
500.102	Equipment	5,000.00	.00	5,000.00	585.11	.00	1,098.46	3,901.54	22	23,357.
501.101	Uniforms and Clothing	5,000.00	.00	5,000.00	270.19	.00	2,067.24	2,932.76	41	1,409.
513.112	Asphalt/Concrete/Gravel	6,250.00	.00	6,250.00	.00	1,202.77	1,664.98	3,382.25	46	919.
514.112	SW Collection Syst Supply	10,000.00	.00	10,000.00	.00	.00	909.74	9,090.26	9	.
515.121	Safety Supplies	1,200.00	.00	1,200.00	.00	.00	300.00	900.00	25	.
532.148	Small Hand Tools	300.00	.00	300.00	.00	.00	.00	300.00	0	.
600.110	SCMIRF Property/Liab Ins	62,500.00	.00	62,500.00	29,457.26	.00	55,133.44	7,366.56	88	51,418.
610.111	Communications- Landline	1,500.00	.00	1,500.00	161.08	.00	1,134.05	365.95	76	878.
610.112	Postage	300.00	.00	300.00	41.36	.00	187.93	112.07	63	153.
610.1110	Communications- Wireless	1,260.00	.00	1,260.00	.00	.00	475.80	784.20	38	961.
620.114	Advertising	200.00	.00	200.00	.00	.00	.00	200.00	0	.
640.124	Travel Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	.
650.127	Electricity	5,500.00	.00	5,500.00	27.40	.00	188.46	5,311.54	3	2,835.
650.128	Water	350.00	.00	350.00	33.45	.00	234.15	115.85	67	171.
650.133	Stormwater	17,000.00	.00	17,000.00	1,874.78	.00	12,812.33	4,187.67	75	9,613.
650.134	Security Lights	1,000.00	.00	1,000.00	80.00	.00	560.00	440.00	56	560.
650.1271	Electricity- Sales Tax	125.00	.00	125.00	.06	.00	.30	124.70	0	7.
660.105	COVID-19 Pandemic Expense	.00	.00	.00	.00	.00	.00	.00	+++	100.
660.133	Repairs & Maint. Services	350,000.00	.00	350,000.00	267.74	.00	31,948.74	318,051.26	9	30,368.
660.139	Fleet Services-RTA Mtce Allocation	10,250.00	.00	10,250.00	1,061.04	.00	17,266.82	(7,016.82)	168	5,661.
660.145	Gasoline & Oil	28,000.00	.00	28,000.00	1,921.26	.00	13,257.75	14,742.25	47	14,263.
660.1391	Fleet Services -Departmental Expense Allocation	15,500.00	.00	15,500.00	2,300.80	.00	15,826.54	(326.54)	102	13,344.
660.1392	Fleet Svcs- Outside Vends	4,500.00	.00	4,500.00	.00	.00	5,444.57	(944.57)	121	997.
670.156	Equipment Rental/Lease	200.00	.00	200.00	.00	.00	.00	200.00	0	.
681.100	Capital Lease Principal	47,000.00	.00	47,000.00	.00	.00	46,975.50	24.50	100	44,878.
681.120	Capital Lease Interest	5,250.00	.00	5,250.00	.00	.00	3,331.18	1,918.82	63	5,428.

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685.180	Membership Dues and Fees	200.00	.00	200.00	.00	.00	.00	200.00	0	.
685.182	Other Operating Expenses	1,000.00	.00	1,000.00	82.50	.00	503.80	496.20	50	.
685.183	Depreciation	525,000.00	.00	525,000.00	43,291.42	.00	303,039.62	221,960.38	58	305,163.
685.186	Training	250.00	.00	250.00	.00	.00	.00	250.00	0	131.
686.187	Professional Services	6,040.00	.00	6,040.00	166.65	1,777.60	999.90	3,262.50	46	1,233.
686.189	Employee Medical	1,000.00	.00	1,000.00	.00	.00	124.00	876.00	12	60.
686.195	Repair/Maint Svc Contract	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	.
686.196	Bank Charges/Fees	.00	.00	.00	216.07	.00	1,391.91	(1,391.91)	+++	1,036.
686.199	Internal Engineering	25,000.00	.00	25,000.00	2,713.88	.00	20,717.56	4,282.44	83	9,960.
686.1895	Employee wellness services	3,300.00	.00	3,300.00	241.59	.00	1,521.28	1,778.72	46	1,208.
687.202	Utility Billing Services	3,000.00	.00	3,000.00	53.84	.00	1,693.85	1,306.15	56	1,357.
687.204	Janitorial Services	850.00	.00	850.00	68.64	.00	480.48	369.52	57	480.
720.001	Provision for Bad Debts	2,000.00	.00	2,000.00	129.17	.00	904.19	1,095.81	45	904.
750.124	Transfers to General Fund	.00	.00	.00	.00	.00	.00	.00	+++	99,520.
795.995	GF Cost Distribution	55,562.00	.00	55,562.00	4,630.17	.00	32,411.19	23,150.81	58	28,825.
795.999	Allocation G&A Services	31,500.00	.00	31,500.00	.00	.00	16,441.19	15,058.81	52	15,191.
900.956	Stormwater System Improvements EDA #04-79-07494	2,166,000.00	.00	2,166,000.00	.00	(130,845.76)	131,270.76	2,165,575.00	0	.
7999.9999	Principal Reclassified	(47,000.00)	.00	(47,000.00)	.00	.00	.00	(47,000.00)	0	.
9999.9999	Assets Reclassified	(2,166,000.00)	.00	(2,166,000.00)	.00	.00	.00	(2,166,000.00)	0	.
Department 40 - Storm Water Utility Exp. Totals		\$1,523,587.00	\$0.00	\$1,523,587.00	\$116,218.28	(\$123,508.71)	\$916,323.74	\$730,771.97	52%	\$860,810.
EXPENSE TOTALS		\$1,523,587.00	\$0.00	\$1,523,587.00	\$116,218.28	(\$123,508.71)	\$916,323.74	\$730,771.97	52%	\$860,810.
Fund 0033 - Stormwater Utility Fund Totals										
REVENUE TOTALS		1,523,587.00	.00	1,523,587.00	95,591.94	.00	711,949.05	811,637.95	47%	882,005.
EXPENSE TOTALS		1,523,587.00	.00	1,523,587.00	116,218.28	(123,508.71)	916,323.74	730,771.97	52%	860,810.
Fund 0033 - Stormwater Utility Fund Totals		\$0.00	\$0.00	\$0.00	(\$20,626.34)	\$123,508.71	(\$204,374.69)	\$80,865.98		\$21,194.
Fund 0035 - Waste Management Fund										
REVENUE										
Department 00 - Revenue										
344.001	Refuse Col Chge-Resident	867,661.00	.00	867,661.00	71,035.79	.00	496,353.53	371,307.47	57	451,840.
344.002	Refuse Col Chge-Comm	155,000.00	.00	155,000.00	12,716.97	.00	88,976.79	66,023.21	57	88,331.
344.003	Sanitation Fee Penalties	15,000.00	.00	15,000.00	1,361.48	.00	9,509.46	5,490.54	63	8,731.
361.001	Investment Earnings	.00	.00	.00	.00	.00	.00	.00	+++	.
368.100	Retirement System Reimbursement Credit	.00	.00	.00	.00	.00	.00	.00	+++	2,534.
369.002	Miscellaneous Revenue	.00	.00	.00	.00	.00	603.00	(603.00)	+++	153.

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392.004	From General Fund	5,635.00	.00	5,635.00	.00	.00	.00	5,635.00	0	.
392.017	Transfers from ARPA Funds	.00	.00	.00	.00	.00	.00	.00	+++	30,410.
Department 00 - Revenue Totals		\$1,043,296.00	\$0.00	\$1,043,296.00	\$85,114.24	\$0.00	\$595,442.78	\$447,853.22	57%	\$582,002.
REVENUE TOTALS		\$1,043,296.00	\$0.00	\$1,043,296.00	\$85,114.24	\$0.00	\$595,442.78	\$447,853.22	57%	\$582,002.

EXPENSE

Department 31 - Residential Sanitation

400.101	Regular Pay	253,696.00	.00	253,696.00	16,225.03	.00	150,841.80	102,854.20	59	153,927.
401.103	Overtime	12,000.00	.00	12,000.00	2,281.95	.00	14,690.05	(2,690.05)	122	16,924.
405.114	FICA	20,327.00	.00	20,327.00	1,300.21	.00	11,959.99	8,367.01	59	12,414.
406.116	Retirement	46,656.00	.00	46,656.00	2,918.22	.00	26,053.53	20,602.47	56	25,849.
408.125	SCMIT Worker's Comp Ins.	14,537.00	.00	14,537.00	10,977.92	10,977.92	30,296.62	(26,737.54)	284	33,483.
410.001	Health Claims Cost	65,520.00	.00	65,520.00	2,532.36	.00	18,895.35	46,624.65	29	27,801.
410.002	Health Claim Costs-Retire	10,535.00	.00	10,535.00	(232.24)	.00	3,065.92	7,469.08	29	1,542.
500.101	Supplies and Materials	3,500.00	.00	3,500.00	.00	.00	1,818.12	1,681.88	52	2,881.
501.101	Uniforms and Clothing	14,100.00	.00	14,100.00	763.85	.00	6,058.92	8,041.08	43	7,378.
515.121	Safety Supplies	10,500.00	.00	10,500.00	.00	.00	1,304.06	9,195.94	12	759.
600.110	SCMIRF Property/Liab Ins	5,000.00	.00	5,000.00	2,400.91	.00	4,493.64	506.36	90	4,190.
610.111	Communications- Landline	200.00	.00	200.00	10.74	.00	86.19	113.81	43	85.
610.112	Postage	800.00	.00	800.00	83.73	.00	380.40	419.60	48	643.
620.114	Advertising	1,500.00	.00	1,500.00	.00	.00	84.00	1,416.00	6	84.
640.124	Travel Expense	150.00	.00	150.00	.00	.00	.00	150.00	0	.
650.127	Electricity	1,200.00	.00	1,200.00	138.23	.00	899.35	300.65	75	619.
650.128	Water	.00	.00	.00	62.43	.00	436.99	(436.99)	+++	355.
650.129	Wastewater	800.00	.00	800.00	75.78	.00	530.46	269.54	66	505.
650.130	Sanitation	450.00	.00	450.00	36.92	.00	258.44	191.56	57	258.
650.133	Stormwater	55.00	.00	55.00	5.82	.00	39.75	15.25	72	29.
650.134	Security Lights	550.00	.00	550.00	43.89	.00	307.23	242.77	56	307.
650.1271	Electricity- Sales Tax	50.00	.00	50.00	1.06	.00	3.34	46.66	7	1.
660.105	COVID-19 Pandemic Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	812.
660.136	Container Repairs	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,148.
660.139	Fleet Services-RTA Mtce Allocation	35,000.00	.00	35,000.00	1,191.44	.00	23,332.65	11,667.35	67	23,753.
660.145	Gasoline & Oil	55,000.00	.00	55,000.00	6,238.88	.00	44,472.57	10,527.43	81	27,041.
660.1362	Roll-Out Purchases	40,000.00	.00	40,000.00	11,637.50	22,724.50	37,315.21	(20,039.71)	150	29,347.
660.1391	Fleet Services -Departmental Expense Allocation	45,000.00	.00	45,000.00	5,220.56	.00	40,188.29	4,811.71	89	39,217.
660.1392	Fleet Svcs- Outside Vends	8,000.00	.00	8,000.00	15,633.55	.00	21,460.82	(13,460.82)	268	5,362.



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681.100	Capital Lease Principal	112,000.00	.00	112,000.00	.00	.00	21,998.62	90,001.38	20	71,377.00
681.120	Capital Lease Interest	8,250.00	.00	8,250.00	.00	.00	508.16	7,741.84	6	5,177.00
685.180	Membership Dues and Fees	300.00	.00	300.00	245.00	.00	245.00	55.00	82	.00
685.182	Other Operating Expenses	80,235.00	.00	80,235.00	2,523.50	.00	28,427.00	51,808.00	35	269.00
685.183	Depreciation	55,000.00	.00	55,000.00	4,635.48	.00	32,448.39	22,551.61	59	32,448.00
685.186	Training	.00	.00	.00	.00	.00	.00	.00	+++	131.00
685.190	Landfill Fees	1,000.00	.00	1,000.00	47.70	.00	323.10	676.90	32	.00
686.189	Employee Medical	800.00	.00	800.00	300.00	.00	510.00	290.00	64	529.00
686.196	Bank Charges/Fees	.00	.00	.00	259.28	.00	1,670.29	(1,670.29)	+++	1,244.00
686.1895	Employee wellness services	3,000.00	.00	3,000.00	386.55	.00	2,434.06	565.94	81	1,933.00
687.202	Utility Billing Services	5,000.00	.00	5,000.00	109.00	.00	3,428.82	1,571.18	69	2,748.00
687.203	Contract Services	74,000.00	.00	74,000.00	.00	37,000.00	35,432.56	1,567.44	98	43,052.00
687.204	Janitorial Services	3,500.00	.00	3,500.00	204.80	.00	1,433.60	2,066.40	41	2,358.00
720.001	Provision for Bad Debts	1,500.00	.00	1,500.00	125.00	.00	875.00	625.00	58	875.00
730.120	Recycling Labor	50,000.00	.00	50,000.00	3,122.90	2,953.29	18,669.61	28,377.10	43	17,479.00
730.122	Recycling Operating	7,200.00	.00	7,200.00	423.84	.00	(1,095.84)	8,295.84	-15	4,810.00
795.001	IT Internal Allocations	6,000.00	.00	6,000.00	637.93	.00	3,707.73	2,292.27	62	2,827.00
795.002	IT Billable Services	750.00	.00	750.00	.00	.00	.00	750.00	0	415.00
795.995	GF Cost Distribution	98,135.00	.00	98,135.00	8,177.92	.00	57,245.44	40,889.56	58	50,911.00
900.3000	Buildings & Improvements	.00	.00	.00	.00	.00	26,828.45	(26,828.45)	+++	.00
900.4200	Heavy Equipment	350,000.00	150,000.00	500,000.00	.00	411,093.14	.00	88,906.86	82	.00
900.4300	Other Equipment	150,000.00	(150,000.00)	.00	.00	.00	.00	.00	+++	.00
7999.9999	Principal Reclassified	(112,000.00)	.00	(112,000.00)	.00	.00	.00	(112,000.00)	0	.00
9999.9999	Assets Reclassified	(500,000.00)	.00	(500,000.00)	.00	.00	.00	(500,000.00)	0	.00
Department 31 - Residential Sanitation Totals		\$1,043,296.00	\$0.00	\$1,043,296.00	\$100,747.64	\$484,748.85	\$674,363.68	(\$115,816.53)	111%	\$655,317.00
Department 32 - Commercial Sanitation										
410.001	Health Claims Cost	.00	.00	.00	.00	.00	.00	.00	+++	(133.00)
Department 32 - Commercial Sanitation Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$133.00)
EXPENSE TOTALS		\$1,043,296.00	\$0.00	\$1,043,296.00	\$100,747.64	\$484,748.85	\$674,363.68	(\$115,816.53)	111%	\$655,184.00
Fund 0035 - Waste Management Fund Totals										
REVENUE TOTALS		1,043,296.00	.00	1,043,296.00	85,114.24	.00	595,442.78	447,853.22	57%	582,002.00
EXPENSE TOTALS		1,043,296.00	.00	1,043,296.00	100,747.64	484,748.85	674,363.68	(115,816.53)	111%	655,184.00
Fund 0035 - Waste Management Fund Totals		\$0.00	\$0.00	\$0.00	(\$15,633.40)	(\$484,748.85)	(\$78,920.90)	\$563,669.75		(\$73,181.00)
Fund 0081 - Governmental Cap Assets										

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EXPENSE

Department 01 - Administration

685.183	Depreciation	.00	.00	.00	50,166.99	.00	340,097.30	(340,097.30)	+++	350,655.
900.0000	Capital Outlay Elimination	.00	.00	.00	.00	.00	(64,147.75)	64,147.75	+++	(95,788.8
Department 01 - Administration Totals		\$0.00	\$0.00	\$0.00	\$50,166.99	\$0.00	\$275,949.55	(\$275,949.55)	+++	\$254,866.

Department 05 - Police

685.183	Depreciation	.00	.00	.00	34,940.33	.00	230,857.96	(230,857.96)	+++	268,416.
720.005	Loss on Asset Disposal	.00	.00	.00	.00	.00	.00	.00	+++	(8,720.1
900.0000	Capital Outlay Elimination	.00	.00	.00	.00	.00	(35,366.00)	35,366.00	+++	(40,709.1
Department 05 - Police Totals		\$0.00	\$0.00	\$0.00	\$34,940.33	\$0.00	\$195,491.96	(\$195,491.96)	+++	\$218,986.

Department 12 - Public Works

685.183	Depreciation	.00	.00	.00	17,004.98	.00	64,058.93	(64,058.93)	+++	56,813.
720.005	Loss on Asset Disposal	.00	.00	.00	.00	.00	.00	.00	+++	8,720.
900.0000	Capital Outlay Elimination	.00	.00	.00	.00	.00	(549,750.00)	549,750.00	+++	(24,383.1
Department 12 - Public Works Totals		\$0.00	\$0.00	\$0.00	\$17,004.98	\$0.00	(\$485,691.07)	\$485,691.07	+++	\$41,150.

EXPENSE TOTALS

Fund 0081 - Governmental Cap Assets Totals

REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	.00	+++	.
----------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	---

EXPENSE TOTALS	.00	.00	.00	102,112.30	.00	(14,249.56)	14,249.56	+++	515,003.
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Fund 0081 - Governmental Cap Assets Totals

	\$0.00	\$0.00	\$0.00	(\$102,112.30)	\$0.00	\$14,249.56	(\$14,249.56)		(\$515,003.1
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Fund 0086 - Seized and Forfeited

REVENUE

Department 00 - Revenue

394.002	Transfer from fund balance	25,450.00	.00	25,450.00	.00	.00	.00	25,450.00	0	.
Department 00 - Revenue Totals		\$25,450.00	\$0.00	\$25,450.00	\$0.00	\$0.00	\$0.00	\$25,450.00	0%	\$0.
REVENUE TOTALS		\$25,450.00	\$0.00	\$25,450.00	\$0.00	\$0.00	\$0.00	\$25,450.00	0%	\$0.

EXPENSE

Department 05 - Police

500.101	Supplies and Materials	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	365.
500.102	Equipment	5,700.00	.00	5,700.00	.00	.00	.00	5,700.00	0	.
501.101	Uniforms and Clothing	1,800.00	.00	1,800.00	.00	.00	.00	1,800.00	0	.
610.1110	Communications- Wireless	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	446.
660.134	Radio Repairs	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.
660.145	Gasoline & Oil	.00	.00	.00	321.72	.00	3,046.93	(3,046.93)	+++	2,429.



Budget Performance Report

18.K.5

Fiscal Year to Date 01/31/23

Exclude Rollup Account

685.180	Membership Dues and Fees	1,250.00	.00	1,250.00	.00	.00	800.00	450.00	64	925.
685.182	Other Operating Expenses	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.
685.186	Training	500.00	.00	500.00	.00	.00	.00	500.00	0	.
685.191	Canine Unit Operations	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	1,859.
686.194	Other Prof/Tech Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.
Department 05 - Police Totals		\$25,450.00	\$0.00	\$25,450.00	\$321.72	\$0.00	\$3,846.93	\$21,603.07	15%	\$6,025.
EXPENSE TOTALS		\$25,450.00	\$0.00	\$25,450.00	\$321.72	\$0.00	\$3,846.93	\$21,603.07	15%	\$6,025.
Fund 0086 - Seized and Forfeited Totals										
REVENUE TOTALS		25,450.00	.00	25,450.00	.00	.00	.00	25,450.00	0%	.
EXPENSE TOTALS		25,450.00	.00	25,450.00	321.72	.00	3,846.93	21,603.07	15%	6,025.
Fund 0086 - Seized and Forfeited Totals		\$0.00	\$0.00	\$0.00	(\$321.72)	\$0.00	(\$3,846.93)	\$3,846.93		(\$6,025.)
Grand Totals										
REVENUE TOTALS		41,997,359.00	(56,505.00)	41,940,854.00	2,399,076.18	.00	19,156,371.74	22,784,482.26	46%	22,874,741.
EXPENSE TOTALS		41,997,359.00	(56,505.00)	41,940,854.00	3,217,416.95	2,229,686.06	21,328,223.55	18,382,944.39	56%	21,892,035.
Grand Totals		\$0.00	\$0.00	\$0.00	(\$818,340.77)	(\$2,229,686.06)	(\$2,171,851.81)	\$4,401,537.87		\$982,705.

Attachment: Budget Performance Report January 2023 (3792 : February 2023 Finance and IT Monthly

Active Businesses		Source	Status	Last Worked	Notes
Business	Type of Business				
3M Company	Lease Equipment	Georgetown County Business Personal Property Tax	PENDING APPLICATIONS	2/23/2023	2018-2020/ 3M CO GEORGETOWN MEMORIAL HOSPITAL (District 5)
A American Custom Garage Door & Service	Garage door installation, repair, and service	City Vendor List	2nd Phone Call	3/6/2023	
A&A Seamless Gutters	Gutter installation and cleaning	City Vendor List	AVENUE EXHAUSTED	10/13/2022	
ABM Industries dba ABM Electrical Power Services LLC	Facility Management and Cleaning	Common Business	PAID-INITIAL	2/8/2023	
Active Glass and Mirror (AG&M)	Commercial and residential glass services	City Vendor List	AVENUE EXHAUSTED	8/13/2023	
ADP, Inc.	Payroll Processing	City Vendor List	PAID-INITIAL	12/29/2022	
Advanced Imaging Systems (AIS)	Document management services	City Vendor List	WAITING ON PROOF RESPONSE -discovery	3/6/2023	
All Source Enterprises, LLC (DBA Safe Industries)	Fire protection	Common Business	PAID-INITIAL	12/29/2022	
American Builders & Contractors Supply dba ABC Supply Co	Distributor of roofing, siding, windows, gutters and more	City Vendor List	PAID-INITIAL	11/30/2022	
American Casting & Manufacturing Corp	Manufacture Tamper evident seals and Deliver	City Vendor List	PHONE CALL	3/1/2023	
American Greeting Corp	Greeting cards-Marketing services	Common Business	PAID-INITIAL	11/30/2022	
American Pump Corporation (APC)	Pump equipment repair, Pickup and return service offered,	City Vendor List	Addr Complete/Pending apps	3/6/2023	
American Safety Utility Corporation	Safety equipment and linemen tools. Deliver	City Vendor List	2nd Phone Call	3/6/2023	
Another Printer Inc	Printing and binding	City Vendor List	2nd Phone Call	2/27/2023	
Applied Video Systems Inc	Software supplies	City Vendor List	AVENUE EXHAUSTED	3/2/2023	
Arc3 Gases South	Welding Products and Gases, rentals and repairs	Common Business	PAID-INITIAL	10/31/2022	
Ascentium Capital LLC	Finance new and used equipment	Common Business	APPLICATION-INITIAL	2/24/2023	
ATCO International	Distributor of maintenance products	City Vendor List	PAID-INITIAL	2/8/2023	
At-Net Services Inc	on-site and remote managed IT services, Security system installation, structured cable installation, and cyber security	City Vendor List	APPLICATION-2ND FOLLOW UP	2/23/2023	
Augusta Fiberglass Coatings Inc	Engineering & Field service, repair, and maintenance	City Vendor List	APPLICATION-1ST FOLLOW UP	2/24/2023	
B&M Well Drilling	Well drilling services	City Vendor List	AVENUE EXHAUSTED	5/23/2025	
BACS Inc	Air compressor repair and installation. Equipment sales	City Vendor List	APPLICATION-2ND FOLLOW UP	2/23/2023	
Backstrom Coulter Inc	Lease medical equipment	Common Business	PAID-INITIAL	11/30/2022	
Binswanger Enterprises, LLC	Glass & Repair	Common Business	PAID-INITIAL	11/30/2022	
Blue Max Trucking	Aggregates hauling, asphalt and sand supplier, concrete and asphalt plant supplier	City Vendor List	APPLICATION-INITIAL	2/27/2023	
Brink's Incorporated	Armored truck services	Common Business	APPLICATION-INITIAL	2/24/2023	
C&S Solutions Inc	Locating, Inspecting, & Fault Finding Utilities Equipment, on-site training and demonstration	City Vendor List	APPLICATION-INITIAL	2/24/2023	
Camden Fire Extinguishers Services	Fire Extinguishers Installation, Test, Repair, Services, and Inspections	Common Business	CALCULATION SENT	2/27/2023	
Canon Financial Services Inc	Lease office equipment	Common Business	PAID-INITIAL	12/29/2022	
Carolina Dive and Salvage LLC	Diving contractor	City Vendor List	APPLICATION-INITIAL	2/24/2023	
CoinCloud (Cash Cloud, Inc)	Bitcoin atm rental	Common Business	PAID-INITIAL	2/8/2023	ATM Located: 1620 Highmarket St, Georgetown, SC 29440
Core & Main LP	Maintenance & repairs	Common Business	PENDING APPLICATIONS	2/27/2023	
CR JACKSON	Asphalt repaving	City Vendor List	APPLICATION-INITIAL	2/24/2023	
CSC Serviceworks Inc	Lease Equipment	Common Business	Addr Complete/Pending apps	2/27/2023	
CSI Leasing	Lease Equipment	Common Business	PAID-INITIAL	10/31/2022	
Dalkin Applied Americas Inc.	Commercial HVAC systems for heating, ventilation and air conditioning	Common Business	CALCULATION SENT	3/2/2023	
Digitalmint Bitcoin ATM	Bitcoin ATM	Common Business	FINAL Phone Call	2/28/2023	ATM Located: 1729 Highmarket St Georgetown, South Carolina 29440
East Coast Metal Distributors	HVAC product suppliers. Deliver via own truck	Common Business	PAID-INITIAL	2/8/2023	
Ferrellgas LP (dba Blue Rhino)	Propane supplier	Common Business	PAID-INITIAL	11/30/2022	
FujiFilm North America Corporation	Medical imaging Equipment	Common Business	APPLICATION-INITIAL	2/24/2023	
GSI-Generator Services Inc	Sales, service and repair	Common Business	PAID-INITIAL	3/1/2023	
Hallmark Marketing Company LLC	Greeting cards, gift wrap, ornaments & gifts	Common Business	PAID-INITIAL	10/31/2022	
Herff Jones LLC	Sells educational recognition, achievement and motivational products/materials	Common Business	APPLICATION-1ST FOLLOW UP	2/23/2023	
Hershey Creamery Company	Ice Cream	Common Business	PAID-INITIAL	10/31/2022	
Identity Group dba Alchemy Dimensional Graphics	Restoration services, sign manufacturing with installation offered, visual decor	City Vendor List	BIZ RESEARCHING	3/2/2023	
Imperial Dade & Paper Co LLC	Supplies-Maintenance	Common Business	PAID-INITIAL	10/31/2022	
Interface Security Systems LLC	Lease Equipment	Common Business	PENDING APPLICATIONS	3/2/2023	
KCI USA, Inc. dba 3M Medical Solutions	Sell and rent medical equipment	Common Business	WAITING ON PROOF RESPONSE -discovery	2/28/2023	
Kelly Services Global LLC	Employment Agency	Georgetown County School Transparency List	PAID-INITIAL	10/31/2022	03-06-2019/ Check # 298676/ \$84,633.31
Kelly Services Inc	Employment Agency	Georgetown County School Transparency List	PAID-INITIAL	10/31/2022	03-06-2019/ Check # 298676/ \$84,633.31
Kelly Services USA LLC	Employment Agency	Georgetown County School Transparency List	PAID-INITIAL	10/31/2022	03-06-2019/ Check # 298676/ \$84,633.31
Koldrok Water and Coffee	Coffee and water delivery service	Georgetown County School Transparency List	AVENUE EXHAUSTED	4/5/2023	03-28-2019/ Check # 299225/ \$151.46
LJOne, LLC	Lease Equipment	Common Business	PAID-INITIAL	10/31/2022	
Lux Vending dba Bitcoin Depot	Bitcoin atm rentals	Common Business	PAID-INITIAL	11/30/2022	ATM Located: 315 Church St, Georgetown, SC, 29440ATM Located: 1802 S Islan
Meco Inc of Florence	Petroleum refueling, technicians come on site for maintenance/repairs, have own company fleet of vehicles	City Vendor List	PAID-INITIAL	11/30/2022	
Olympus America Inc.	Equipment rental	Common Business	CALCULATION SENT	2/24/2023	
Pugh Lubricants, LLC dba Apollo Oil, LLC	Distributor of automotive-fleet oils and greases, oil and fuel absorbents, and car oil,fuel, air filters	Common Business	PAID-INITIAL	10/31/2022	
Quest Resource Management Group	Recycling & Disposal Services and equipment rentals	Common Business	Addr Complete/Pending apps	2/22/2023	
Rentokil North America Inc dba J C Ehrlich Co, Inc	Pest control & consulting	Common Business	PAID-INITIAL	12/29/2022	
Royal Cup Inc	sale of coffee and tea	Common Business	PAID-INITIAL	2/8/2023	
Rug Doctor LLC	Rental cleaning supplies	Common Business	PAID-INITIAL	12/29/2022	
Solar Solutions By Tami	Custom window tinting services	City Vendor List	APPLICATION-INITIAL	2/24/2023	
SPATCO Energy Solutions	Equipment installation & repairs	Common Business	PAID-INITIAL	11/30/2022	
The Brigman Company	Forestry management, environmental consulting and field services	City Vendor List	APPLICATION-INITIAL	2/27/2023	
TIAA Commercial Finance, Inc	Commercial equipment leasing	Common Business	PAID-INITIAL	11/30/2022	
TIAA FSB	Commercial Equipment Leasing (Separate Entity from TIAA Commercial Finance)	discovery	PAID-INITIAL	11/30/2022	
Trane US Inc	Maintenance Repairs	Georgetown County School Transparency List	PAID-INITIAL	11/30/2022	03-06-2019/ check #298721/ \$3,074.59
US Foods, Inc.	Food supplier (retail)	Georgetown County School Transparency List & City Vendor List	PAID-INITIAL	11/30/2022	11-3-2021/ check #316336/ \$49,992.0911-10-2021/ check #316435/ \$41,227.
ViaSat, Inc.	Lease and install internet equipment	Common Business	APPLICATION-2ND FOLLOW UP	3/3/2023	
W.W. Grainger, Inc	Cleaning and Sanitation	Common Business	PAID-INITIAL	12/30/2022	
W.W. Williams Company, LLC	Vehicle Parts/Service/Repair	Common Business	PAID-INITIAL	11/30/2022	
Williams Scotsman, Inc. (dba WillScot dba Mobile Mini)	Builds/leases modular buildings, portable classrooms, and mobile office space	Common Business	PAID-INITIAL	2/8/2023	
Wyeth Holdings, LLC (Pfizer Inc)	Medical Equipment sales and rental	Common Business	PAID-INITIAL	2/8/2023	
Zimmer US, Inc.	Lease Equipment	Common Business	AVENUE EXHAUSTED	3/31/2023	

Statistics:**New Business Licenses Issued:****License Activity Report**

Activity Date Range 02/01/23 - 02/28/23

Detail Listing

License For	Activity Date
East Coast Metal Distributors	02/14/2023
1	
Generator Services Inc	02/24/2023
Interior Style Decorating Studio, LLC-Nancy	02/27/2023
Lutes	
2	
3	

Projects Progress:

Grants: Please see the attached schedule for the detail on each grant award.

American Rescue Plan Act – Proposed budget plan was presented to Council passing 2nd reading in January 2022. City staff has initiated the process of seeking bids for projects. **The City has received the 2nd and Final Payment for APRA proceeds.**

Our ARPA funds will be subject to Single Audit reporting back to the federal government.

Greene Finney and Finance Staff have completed the FY22 Audit. Greene Finney presented the FY22 Financials to Council at the January 2023 meeting.

FY23, 24, and 25 Financial Statement Audit RFP. As required, procurement initiated a request for proposal for financial statement audit services for FY23, 24, and 25. Based on the information provided, Finance recommended that we go forward with Mauldin & Jenkins (<https://www.micpa.com>). Council approved on May 19, 2022.

FY24 Budget Development: The FY23-24 Budget Calendar was approved by Council at the December 15th Council meeting. Finance initialized the FY24 Budget on January 18, 2023.

Budget review meetings with Department Heads and the City Administrator began on February 13, 2023. Finance and City Administrator are reviewing and preparing the draft budget for submission to Council on March 23rd at the City Council Annual Retreat.

South Carolina Business License Tax Standardization Act 176: Our first season of issuing business licenses under the new State guidance is underway. During 2021, the City of Georgetown revised the Business License Ordinance to begin taking the necessary steps for standardization to be effective on January 1, 2022. This process includes the following:

- Accepting and using standard business license applications

- Calculating tax-based gross income for the calendar year, or business fiscal year
- Implementing April 30 as the new standard due date, with May 1 being the start of the license year.
- Using a newly available online business license renewal payment portal
- Updating our usage of the North American Industry Classification System (NAICS) to code type of business for billing purposes.

Staff attended training in August 2022 to gain a better working knowledge of Standardization procedures and Business License requirements.

Council approved the Business License Ordinance to include the new Standardization procedures and requirements on **September 15, 2022.**

Chapter 1, Article II, “Business Licenses” of the Code of Ordinances for the City of Georgetown by replacing Article II in its entirety.

Annual Business License Renewals were sent out on January 31, 2023. Businesses are accessing to the online portal.

DataMax/HDL Companies: DataMax has been acquired by HDL Companies. Day to Day business will continue as normal and our contacts will remain the same. HDL Companies can provide more diverse service offerings and additional resources for local governments.

The City received and approved the listing of potential businesses operating within the City without a business license for February 2023. (See Active Businesses Report)

The City received approved payments from two companies totaling \$2,727.78 before reimbursement to HDL Companies, per contract.

Lease Purchase Resolution: Council approved a Resolution on September 22, 2022 in the amount of \$600,000 to lease purchase four vehicles budgeted for FY23 to include: Ford F-250, Electric Line Truck, Garbage Truck, and a Chevy Tahoe. The City closed on October 4, 2022, and will move forward to procure these vehicles.

Santee Cooper Legal Settlement: All active utility accounts have received their credit. We are continuing to work through the remaining inactive utility accounts. A Santee Cooper Credit Voicemail line has been set up (843) 545-4050 for customers to call and leave a message concerning their credit or provide us with information needed on where to send their check if they are no longer a customer with the City of Georgetown.

The process of distributing approximately 11,000 checks for all amounts due no matter how small has required a high administrative burden on the Finance Department staff. Many checks will go uncashed due to mail problems, bad addresses, or small amounts the recipient fail to cash. An additional settlement distribution is expected in the coming months. Uncashed checks must be reconciled on monthly bank reconciliations and eventually reported to the SC State Treasurer as uncashed checks. We have to send out one follow-up letter for each uncashed check regardless of amount, and we have to submit funds related to all uncashed checks \$50 and above to the State Treasurer. In some instances we have been asked to re-issue checks that have been uncashed for 90 days. We are approaching the end of the project. The refunds are in the amount of \$3.00 and less at this current point. We

are about to wrap-up the first round of issued refunds. There will be additional work required related to bank reconciliation and uncashed check reporting to the State Treasurer. An additional 2nd settlement check is expected from Santee Cooper in the coming months.

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The City has been informed that the City should be receiving 2nd settlement check soon from Santee Cooper. Dr. Yudice has informed Council that the City will seek an outside 3rd party to handle these reimbursements.

Attached are the Budget Performance Reports for January 2023. With the earlier Council Meeting Agenda deadline, monthly financial information will be for the previous month.

Attachment: February 2023 Finance and IT Reports (3792 : February 2023 Finance and IT Monthly Report)