

UPDATED 1/15/20
REGULAR MEETING OF CITY COUNCIL
JANUARY 16, 2020 - 5:30 PM
MUNICIPAL COURTROOM
GEORGETOWN, SOUTH CAROLINA



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

1. **CALL TO ORDER**
2. **ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
3. **INVOCATION & PLEDGE OF ALLEGIANCE**
4. **OATHS OF OFFICE**
5. **NOMINATIONS AND VOTE FOR MAYOR PRO TEMPORE TO SERVE A TWO YEAR PERIOD**
6. **PUBLIC COMMENTS**
7. **INTRODUCTION OF NEW EMPLOYEES**
8. **PRESENTATION**
 - A. **Presentation of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2019 by the Audit Firm of Greene Finney LLP.**
Attachments:
1 COG - PowerPoint - 2019 (PDF)
 - B. **Quarterly Update from Georgetown County Chamber of Commerce.**
9. **EXECUTIVE SESSION**
 - A. **Motion to adjourn Regular Meeting and enter into Executive Session pursuant to Section 30-4-70 (a)(1)(2)(5) to discuss appointments to Construction Board of Appeals and KGB; to discuss employment and compensation for the open position in the Administration Department for Human Resources and Risk Management; to receive quarterly legal update from the City Attorney on pending and adjudicated cases and Opioid litigation update; and to discuss matters relating to the proposed location of and provision of services to the Hotel George project in the City.**
 - 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.**

10. APPOINTMENTS

11. PLANNING AND COMMUNITY DEVELOPMENT

- A. **Motion to approve second reading of an ordinance rezoning 6.01 acres of land, owned by Hickory Knoll, LP, from Residential (R3) to Residential (R4).**

Attachments:

- | | | |
|---|---------------------------------|-------|
| 1 | Rezoning 6.01 Acres Ord | (PDF) |
| 2 | Hickory Know PC Application1 | (PDF) |
| 3 | Hickory Knoll Plat | (PDF) |
| 4 | Current Zoning | (PDF) |
| 5 | Proposed Zoning | (PDF) |
| 6 | Article VIII | (PDF) |
| 7 | Conditional Uses R3 Multifamily | (PDF) |
| 8 | Waive Building & Water Fees | (PDF) |

- B. **Motion to approve second reading of an ordinance amending the City of Georgetown Zoning Ordinance, Article XXI (Redevelopment District).**

Attachments:

- | | | |
|---|-----------------------------------|-------|
| 1 | Text Amendment REDD Ordinance | (PDF) |
| 2 | Draft REDD Revisions for Liberty5 | (PDF) |

- C. **Motion to approve second reading of an ordinance authorizing an Incentive Agreement between Beverly Homes and the City of Georgetown relating to the Development of Harbor Club Planned Development.**

Attachments:

- | | | |
|---|--|-------|
| 1 | Ordinance authorizing Econ Incentive Agreement Harbor Club | (PDF) |
| 2 | Economic Incentive Agreement - Harbor Club 11.21.19 | (PDF) |

- D. **Motion to approve second reading of an ordinance authorizing an Incentive Agreement between Bowtie, LLC and the City of Georgetown relating to the Development of the Richmond Place Planned Development.**

Attachments:

- | | | |
|---|---|-------|
| 1 | Ordinance authorizing Econ Incentive Agreement Bowtie | (PDF) |
| 2 | Incentive Agreement Bowtie | (PDF) |
| 3 | Water Line Exhibit B | (PDF) |

- E. **Motion to Approve first reading of an ordinance Annexing 3.7 Acres of Land, Owned by Lands End III, LLC, into the Corporate Limits of the City of Georgetown, South Carolina.**

Attachments:

- | | | |
|---|-----------------------------------|-------|
| 1 | Annexation Tamsberg 3.7 Acres Ord | (PDF) |
| 2 | Annex 3 Properties Lands End III | (PDF) |
| 3 | Annexation Petition Tamsberg | (PDF) |
| 4 | Proposed Annex Area | (PDF) |
| 5 | PC Minutes Nov 26 2019 | (PDF) |

- F. Motion to Approve first reading of an ordinance Rezoning 3.7 Acres of Land, Owned by Lands End III, LLC, from Residential (R1) to General Commercial (GC).**

Attachments:

- | | | |
|---|----------------------------------|-------|
| 1 | Rezoning Tamsberg 3.7 Acres Ord | (PDF) |
| 2 | Annex 3 Properties Lands End III | (PDF) |
| 3 | Current Zoning Map | (PDF) |
| 4 | Proposed Zoning | (PDF) |

- G. Motion to Approve first reading of an ordinance Rezoning 1.2 Acres of Land, Owned by Pobuckra Properties, LLC, from General Commercial (GC) to Residential (R3).**

Attachments:

- | | | |
|---|--------------------------------------|-------|
| 1 | Rezoning 1.2 Acres Pobuckra Ord | (PDF) |
| 2 | 2704 Highmarket Pobrucka Rezoning | (PDF) |
| 3 | Current Zoning | (PDF) |
| 4 | Proposed Zoning | (PDF) |
| 5 | Group Dwelling Definition | (PDF) |
| 6 | Article VII Group Dwelling Use Chart | (PDF) |

12. FINANCE

- A. Motion to Approve Budget Preparation Calendar for Fiscal Year 2020/2021.**

Attachments:

- | | | |
|---|---|-------|
| 1 | Budget Calendar - Fiscal Year 2020-2021 | (PDF) |
|---|---|-------|

13. PUBLIC WORKS

- A. Motion to Approve Purchase and Payment to Lee Transport Equipment for a Freightliner Dump Truck in the Amount of \$116,344.00.**

Attachments:

- | | | |
|---|--------------------|-------|
| 1 | quote for scowbody | (PDF) |
|---|--------------------|-------|

- B. Motion to approve purchase and payment of a 2019 F150 Crew Cab pick up truck to Vick Bailey Ford in the amount of \$30,904.00 for Public Works.**

Attachments:

- | | | |
|---|--------------|-------|
| 1 | veh.1211.rev | (PDF) |
|---|--------------|-------|

- C. Motion to approve purchase and payment of a 2019 F150 Crew Cab pick up truck to Vick Bailey Ford in the amount of \$30,904.00 for Waste Management.**

Attachments:

- | | | |
|---|-----------|-------|
| 1 | new veh.1 | (PDF) |
|---|-----------|-------|

14. ELECTRIC UTILITIES

- A. Motion to Approve New Pole Attachment Agreement with HTC.**

Attachments:

- | | | |
|---|--------------|-------|
| 1 | poleattblank | (PDF) |
|---|--------------|-------|

- B. Motion to Approve Purchase Order and Payment to Sumter Utilities in the Amount of \$250,000.00 for Miscellaneous Capital Upgrade Projects.**

15. ADMINISTRATION

- A. Motion to approve a Resolution authorizing acknowledgement and consent to lease assignment to SBA TOWERS X, LLC.**

Attachments:

- 1 Resolution Authorizing Assignment of SCANA Ground Lease Agreement_ (PDF)
2 SCANA assignment of ground lease request 01-04-20 (003) (PDF)

16. CITY ADMINISTRATOR REPORT

17. MINUTES

- A. Motion to approve minutes of December 5, 2019 and December 19, 2019 City Council Meetings.**

18. OLD BUSINESS

19. NEW BUSINESS

20. DEPARTMENT MONTHLY REPORTS

- A. December 2019 Electric Utility Department Report**

Attachments:

- 1 december19 (PDF)

- B. Engineering Monthly Report**

Attachments:

- 1 Engineering Monthly Report_December 2019 (PDF)

- C. December 2019 Fire Report**

Attachments:

- 1 December 2019 Fire Report (PDF)

- D. December 2019 Fleet service Report**

Attachments:

- 1 December Rta Monthly Report 2019 (PDF)

- E. December 2019 Report**

Attachments:

- 1 December 2019 Monthly Report (PDF)

- F. December 2019 Municipal Court Report**

Attachments:

- 1 Municipal court report (PDF)

- G. December 2019 Planning & Community Development Report**

Attachments:

- 1 P&CD December 2019 Report (PDF)

H. December 2019 Public Works Department Report

Attachments:

1 DEC.2019 (PDF)

I. December 2019 Water Utilities Report

Attachments:

1 December 2019 Water Utilities Report (PDF)

J. December 2019 Finance and IT Departments Report

21. ADJOURNMENT

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

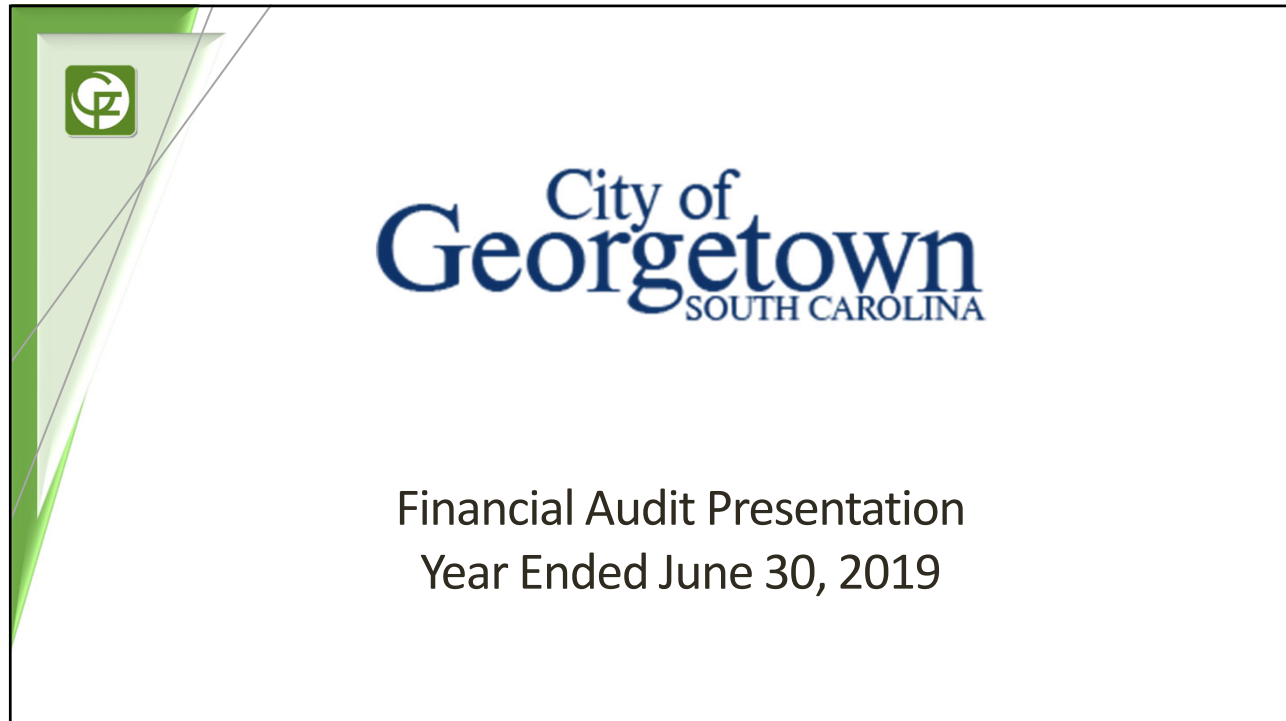


120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

INFORMATION ITEM

DOC ID: 2902

Council Meeting Date: 16 January 2020
Department: Finance
Issue Under Consideration: Presentation of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2019 by the Audit Firm of Greene Finney LLP..



1

 This is the second slide of the presentation. It has the same green decorative graphic and logo on the left. The title "CITY OF GEORGETOWN, SC" and "2019 FINANCIAL AUDIT" is centered at the top in a green sans-serif font, underlined. Below the title, the word "OPINION" is written in a bold, black sans-serif font. Under "OPINION", there is a bulleted list of three items, each preceded by a green arrowhead:

- The City's responsibility:
 - Maintain effective internal controls
 - There are limitations on internal controls.
 - Regular risk assessment is important, including assessing the risk of fraud.
- Financial Statements
 - Accuracy, completeness, and propriety of balances, amounts, and disclosures

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

- Greene Finney, LLP's responsibility:
 - Opinion – reasonable assurance that financial statements are materially correct
 - Does not address the financial condition of the City
 - Purpose of the audit is not to detect fraud. We cannot take responsibility for finding fraud, if it existed.
- Issued unmodified opinion
 - Best Opinion the City can receive.

3

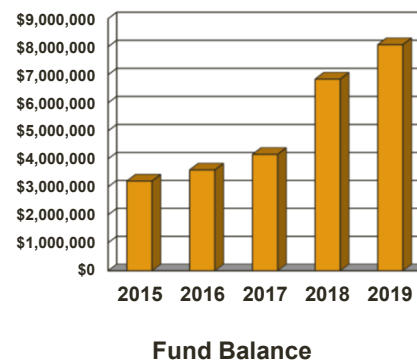


CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

General Fund

- Total fund balance increased \$1.2M from \$6.8M to \$8.1M
- Nonspendable fund balance of \$89k for prepaid expenses and inventory.
- Committed fund balance of \$1.1M for disaster recovery
- Assigned fund balance of \$4M for new City Hall and \$69k for FY20 budget

GENERAL FUND



4

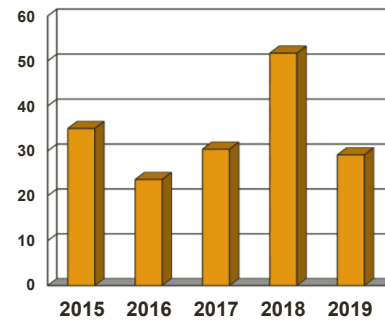


CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

General Fund

- Unassigned fund balance is \$2.8M, which is 29% of budgeted 2020 expenditures
- GFOA recommends a minimum of 16.7% (two months); this is consistent with the City's fund balance policy

GENERAL FUND



Unassigned Fund Balance as a %
of General Fund Expenditures

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Major Reasons To Maintain An Adequate Fund Balance:

- Cash flow through second half of calendar year; property taxes and business licenses are cyclical
- Significant emergencies and unanticipated expenditures
- Flexibility for discretionary funding needs
- Potential for better interest rates on debt issues (can save the City money)
- To cover potential shortfalls from the state (a) due to budget cuts or (b) as a result of the change in legislation
- Unique risks of a coastal municipality

6

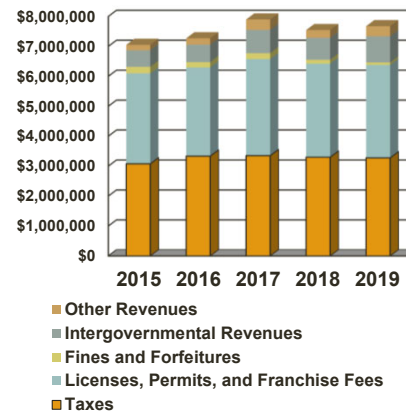


CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

General Fund Revenues:

- \$7.7M for 2019:
 - \$3.3M from property taxes
 - \$3.1M in licenses, permits and franchise taxes
 - \$876k in intergovernmental revenues
 - \$418k for all other revenues
- \$130k (2%) increase from 2018
 - Primarily due to increases of \$143K in intergovernmental revenues.
- \$127k (2%) better than budget
 - Primarily due to intergovernmental revenues exceeding budget by \$115k

GENERAL FUND REVENUES



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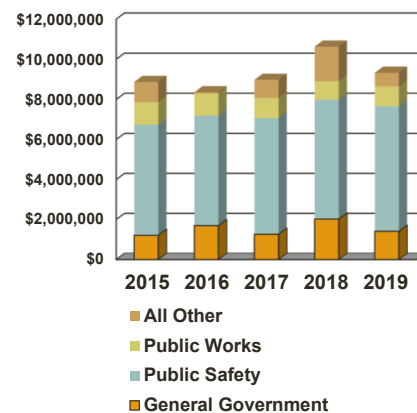


CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

General Fund Expenditures:

- \$9.3M for 2019:
 - \$1.9M in general government
 - \$6.3M in public safety
 - \$984K in public works
 - \$131K in debt service
- \$1.3M (12%) decrease from 2018
 - Primarily due to a decrease of \$1.7M in capital outlay expenditures (Fire Station #2 was completed in FY18)
- \$8K (<1%) under budget

GENERAL FUND EXPENDITURES



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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Total Governmental Funds

- Total for General Fund, Local Accommodations & Hospitality Tax Fund, Capital Projects Fund, Debt Service Fund, and Other Nonmajor Special Revenue Funds
 - Revenues: \$9.6M
 - Expenditures: \$11.7M
 - Net Other Financing Sources: \$2.7M (includes Insurance Proceeds of \$1.4M and Transfers from Enterprise funds of \$1.3M).
 - Total Increase in Fund Balance: \$677K.

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Significant Enterprise Funds

- **Electric Fund** had a decrease in net position of \$109k to \$12.1M (including \$8.9M invested in capital assets):
 - Total operating revenues decreased \$278k (2%) from the prior year.
 - Total operating expenses increased \$95K (<1%) from the prior year.
 - Transfers to General Fund of \$750k (compared to \$1.4M in prior year).
- **Water and Wastewater Funds** had a decrease in net position of \$1.1M to \$22.5M (including \$20.7M invested in capital assets):
 - Total operating revenues decreased by \$1.2M from the prior year primarily as a result of the one-time International Paper billing adjustments.
 - Total operating expenses increased by \$226k (4%) from the prior year.

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Other Items of Note:

- Total capital assets were \$76M at 6/30/19 – increase of \$5.4M (8%) from 6/30/18:
 - Total capital asset additions of \$1.7M for governmental activities including:
 - Vehicles, equipment, and furnishings - \$1.3M
 - Construction in Progress and other Infrastructure - \$170K
 - Other improvements - \$135K
 - Total capital asset additions of \$7.4M for business-type activities including:
 - Poles, Transformers, and Electric Line Upgrades - \$270K
 - CIP Additions - \$6.6M (including streetlight upgrades, water improvement projects, West End Sewer Rehab project, and SW Drainage project)
 - Other Additions - \$516K
 - Depreciation expense of \$1.2 and \$2.5M for governmental and business-type activities, respectively.

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Other Items of Note:

Total long-term obligations outstanding at 6/30/19 were \$20.4M – increase of \$1.4M from 6/30/18:

- Governmental activities long-term obligations decreased by \$69K due to scheduled principal payments and changes in compensated absences from the prior year.
- Business-type activities long-term obligations increased by \$1.7M primarily due to the issuance of the State Revolving Fund Loan Series 2018A and Series 2018B totaling approximately \$3.0M for combined utility projects, partially offset by scheduled principal payments

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Pension Accounting

- Relates to the City's proportionate shares of the net pension liabilities and deferred outflows/inflows of resources related to the City's participation in the South Carolina Retirement System and the SC Police Officers Retirement System ("Plans").
- No impact to the City's governmental funds.
- Impacts the City's government-wide financial statements:
 - Total Net Pension Liability ("NPL") of the Plans of \$14.9M on the City's Statement of Net Position for 2019.
 - Of the total NPL, \$12.4M and \$2.5M relates to Governmental and Business-Type Activities, respectively.
 - Employer contribution rates will continue to increase by 1% annually through FY23 (SCRS Rates will increase from 14.56% in FY19 to 18.56% in FY23, PORS Rates will increase from 17.24% in FY19 to 21.24% in FY23).

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Other Postemployment Benefits ("OPEB") Accounting

- Relates to the City's retiree health insurance plan ("OPEB Plan")
- No impact on the City's governmental funds.
- Impacts the City's government-wide financial statements:
 - The City had a Net OPEB Liability ("NOL") of \$5.5M on its Statement of Net Position for 2019 (compared to \$5.6M for 2018) of which \$4.0M and \$1.5M related to its Governmental and Business-Type Activities, respectively.
 - City Council has the authority to establish and amend plan benefits and contributions.

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

AUDITING/ACCOUNTING UPDATE:

Future Significant Changes in Accounting Principles:

- GASB #84 "Fiduciary Activities" provides guidance on what activities should be reported in fiduciary funds and which should be recorded in other funds. The City will need to implement for the year ended June 30, 2020.
- GASB #87 "Leases" provides new guidance on reporting leases as generally all leases will report an intangible right-to-use lease asset and lease liability (similar to capital lease accounting). The City will need to implement for the year ended June 30, 2021.

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Compliance

- Single Audit was required for 2019
 - Community Development Block Grant – High Market / Duke Street Drainage Improvements and Ladder Truck
 - No findings noted

Management Letter

- Required communications to management and those charged with governance
 - No written comments
- We discussed several items with management in the normal course of our audit.

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CITY OF GEORGETOWN, SC 2019 FINANCIAL AUDIT

Summary

- Unmodified opinion on the Financial Statements from Greene Finney, LLP.
- Work toward improving meter reading and billing process for enterprise funds to minimize future billing adjustments
- Expect continued increases in health and retirement costs and continue making good strategic decisions to manage those costs



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

ORDINANCE

DOC ID: 2905

Council Meeting Date:	16 January 2020
Department:	Housing and Community Development
Issue Under Consideration:	Motion to approve an ordinance rezoning 6.01 acres of land, owned by Hickory Knoll, LP, from Residential (R3) to Residential (R4).
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• Hickory Knoll was built in 2004 when R3 did not have density maximums. Ordinance of Nov. 2007 made the conditional uses for R3 & R4 zoning districts, which included density. A group purchased a portfolio of properties around the country and the Hickory Knoll Apartments was part of that sell. • When they asked for a zoning compliance letter from City staff, we found that the R3 zoning did not meet the density requirements for the number of apartment units that Hickory Knoll has. • R3 zoning allows for 6 units per acre. There is 6.01 acres of land, so they would only be allowed 36 units by current zoning code. • Hickory Knoll has 54 units. • This density would require R4 zoning to be compliant so they are asking for a rezoning of the property.
Options:	Approve or deny the rezoning request from R3 to R4.
Staff Recommendation:	Staff recommends approving the rezoning to meet our maximum density standards of the zoning code and in line with the Planning Commission's recommendation.

Reviews:

Angela Rambeau Completed 12/09/2019 9:03 AM

City Attorney Completed 12/10/2019 3:27 PM

Sandra E. Yudice Ph.D. Completed 12/10/2019 4:06 PM

Stephanie Buccione Completed 12/10/2019 4:42 PM

Georgetown City Council Completed 12/19/2019 5:30 PM

Attachments:

1. a Rezoning 6.01 Acres Ord (PDF)
2. b Hickory Know PC Application1 (PDF)
3. c Hickory Knoll Plat (PDF)
4. d Current Zoning(PDF)
5. e Proposed Zoning (PDF)
6. f Article VIII (PDF)
7. g Conditional Uses R3 Multifamily (PDF)
8. h Waive Building & Water Fees (PDF)

**MOTION TO APPROVE AN ORDINANCE REZONING 6.01 ACRES OF LAND, OWNED BY
HICKORY KNOLL, LP, FROM RESIDENTIAL (R3) TO RESIDENTIAL (R4).**

AN ORDINANCE REZONING APPROXIMATELY 6.01 ACRES OWNED BY HICKORY KNOLL, LP, LOCATED ON THE WESTERN END OF CHURCH STREET, FROM RESIDENTIAL (R3) TO RESIDENTIAL (R4)

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

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

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

WHEREAS, following the public hearing on October 22, 2019 and the 4-2 vote in favor of rezoning by the Planning Commission, the Mayor and City Council of the City of Georgetown have determined that the zoning boundaries as shown on the Official Zoning Map be revised and amended as follows:

Rezoning from Residential (R3) to Residential (R4), property totaling approximately 6.01 acres located on Church Street, identified by the Georgetown County Tax Map as TMS# (05-0002-001-01-01).

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

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

Rezoning from Residential (R3) to Residential (R4), property totaling approximately 6.01 acres located on Church Street, identified by the Georgetown County Tax Map as TMS# (05-0002-001-01-01).

BE IT FURTHER ORDAINED, that such changes shall be made on the Official Zoning Map and Future Land Use Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

ATTEST:

Stephanie Buccione, City Clerk

Brendon M. Barber, Sr., Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: Rezoning 6.01 Acres Ord (2905 : Rezoning Hickory Knoll from R3 to R4)



Rezoning Application

Tax Map Number 05-002-001-01-01
 Area (sq. ft. or acres) 6.097 acres
 Physical Address of Property Church Street (Hickory Knoll Apartments)
Georgetown, SC
 Existing Use of Property Residential Apartments
 Location of Property Church Street / Stephenson St. / 2801 Church St
Georgetown, SC
 Existing Zoning District R-3 Requested Zoning District R4

Ownership Information:

Name: Hickory Knoll, LP
 Address: 125 Old Chapel Road
 City: Lexington State: SC Zip: 29012 Phone: _____

Agent Information:

Name: Daniel W. Stacy, Jr. - Owner & Stacy Law Firm, LLC
 Address: 90 Wall Street, Unit B
 City: Lawler Island State: SC Zip: 29585 Phone: 843-235-6747

What road will provide access to the site: Church Street, Georgetown, SC

Is the access road a paved or unpaved road: Paved

Approximately how many acres of the site is considered wetlands: 0

Is any of the site considered a floodplain or floodway: ____ Yes ☒ No

Are high traffic patterns a concern in your area: ____ Yes ☒ No

Important Notes:

- A plat of the property to be rezoned shall be submitted with this application.
- An application fee of \$150.00 must accompany application. GL# (0010.00.323.024)
- Notice to Adjacent Property Owners: The person requesting the Zoning Map Amendment must submit to the Building & Planning Department stamped envelopes with the following return address on the envelope: "Georgetown City Zoning" 120 N Fraser St, Georgetown, South Carolina 29440. Building & Planning staff will comprise a letter and a map and send them to the residents or businesses within two hundred (200) feet of the proposed rezoned property to notify them.
- It is understood by the undersigned that while this application will be carefully reviewed and considered the burden of proving the need for the proposed rezoning rest with the applicant.

Attachment: Hickory Know PC Application1 (2905 : Rezone Hickory Knoll from R3 to R4)

**Signature Page**

Applicant/Agent hereby certifies that the information provided in this application is correct.

Owners:

+ Mark T. Stackey Mark T. Stackey 10/8/19
 Print Name Signature Date

 Print Name Signature Date

Corporation/Partnership

Hickory Knoll, LP

Print Corporation/Partnership Name (if in LLC or Corp. name please, provide authorization to sign)

+ Mark T. Stackey Mark T. Stackey 10/8/19
 Print Name Signature Date

 Print Title and Name

Designation of Agent:

I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) and act on my (our) behalf in this request for rezoning, as he/she deems necessary and proper.

Daniel W. Stacy, Jr.

Print Agents Name

Daniel W. Stacy, Jr.

Signature of Agent

9-24-19

Date

+ Mark T. Stackey

Signature of Owner

10/8/19

Date

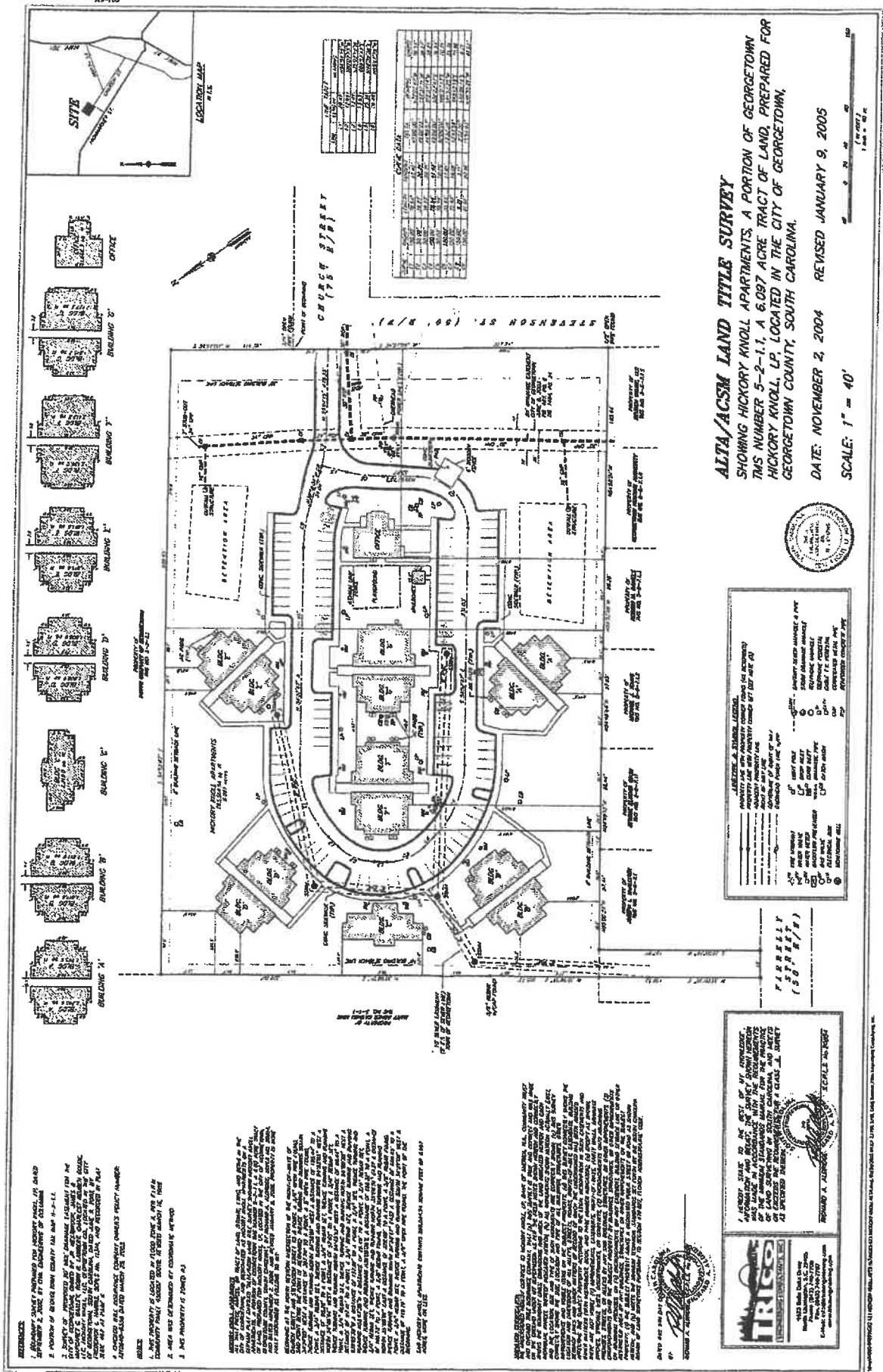
+ Kathy

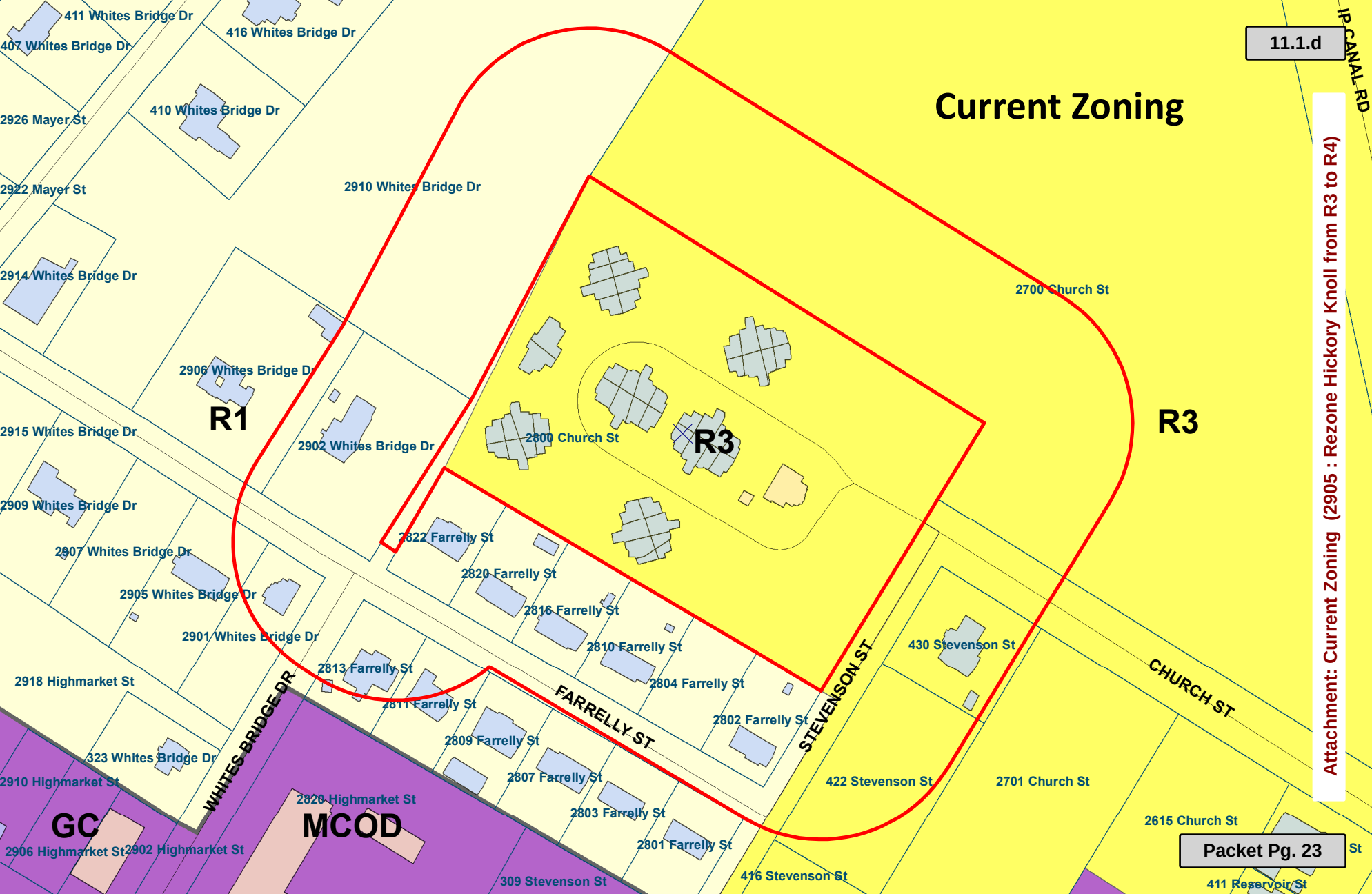
Witness Signature

10/8/19

Date

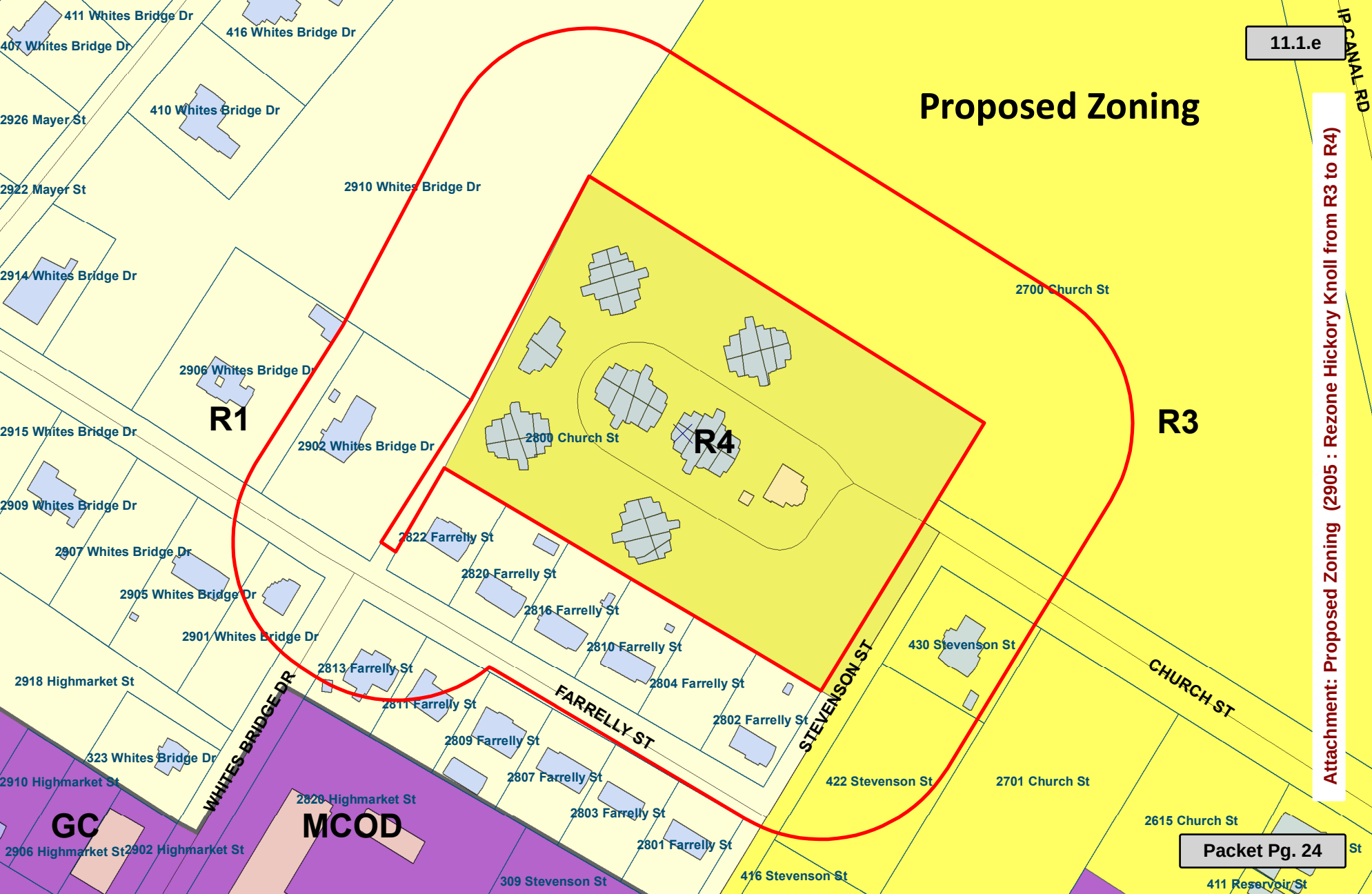
Attachment: Hickory Know PC Application1 (2905 : Rezone Hickory Knoll from R3 to R4)





Current Zoning

Attachment: Current Zoning (2905 : Rezone Hickory Knoll from R3 to R4)



Proposed Zoning

11.1.e

Attachment: Proposed Zoning (2905 : Rezone Hickory Knoll from R3 to R4)

R3

R4

R1

GC

MCOB

ARTICLE VIII: AREA, YARD AND HEIGHT REQUIREMENTS

District	Minimum Lot Size		Minimum Setback from Property Line					
	Area in Square Feet	Area in Acres	Lot Width at Building Line	Front	Side	Rear	Principal Street Side on Corner Lot ¹⁶	Maximum Height of Structure
R1 Residential	10,000	--	70	30 ¹¹	10	20	15	35
R2 Residential	8,000 ¹	--	60 ²	30 ¹¹	10	20	15	35
R3 Residential	8,000 ^{3,12} 12000 ^{2,14} (MF)	--	60 ⁴	30 ¹¹ 35 ¹¹	8 30	10 30	12 45	35
R4 Residential	6,000 ^{3,15} 10000 ^{3,15} (MF)	--	60 ⁵	25 ¹¹ 25 ¹¹	8 10	10 15	12 15	35
R5 Residential ¹⁰	5,000 ³	--	50	20 ¹¹	7 ¹²	10	10.5	35
MR Residential ¹³	10,000	--	70	30 ¹¹	10	20	15	35
IC Commercial	2,500	--	25	0 ⁶	0 ⁶	25	0 ⁶	35
CC Commercial	--	--	N/A	N/A	N/A ⁷	N/A ⁷	N/A ⁷	45
WC Commercial	15,000	--	70	30	10	20	15	35
GC Commercial	10,000	--	60	50 ⁸	10	10	15	35
NC Commercial	6,000	--	60	25	8	10	12	35
PS Public Service	10,000	--	60	50 ⁸	10	10	15	35
LI Industrial	--	1	100	40	20	20	30	35 ⁹
HI Industrial	--	5	300	40	20	25	30	35 ⁹
CP Conservation	--	--	N/A	30	N/A	N/A	N/A	25

- 1 Additional dwelling units require 4,000 square feet of lot area per unit.
- 2 Minimum lot width for a duplex is 70 feet.
- 3 Additional dwelling units require 4000 square feet of lot area per unit. Buildings shall not cover more than 35% of the lot area (including overhangs).
- 4 Minimum lot width for a duplex and multi-family unit is 75 feet.
- 5 Minimum lot width for a duplex and multi-family unit is 70 feet.
- 6 These yard requirements do not apply to corner lots. On a corner lot, a 15 foot setback shall be established for the front yard and the side yard adjacent to the street.
- 7 When contiguous to either R1, R2, R3 or R4 districts, the side and rear yard requirements for said residential district shall apply, except where the commercial structure is located on a corner lot, then no side yard shall be required.
- 8 The minimum front yard setback only applies to those lots fronting on U.S. 17, U.S. 521 and U.S. 701. For lots fronting other streets in this District, the minimum front yard shall be 25 feet.

- 9 The maximum height requirements may be waived if a permitted use can provide its own fire protection.
- 10 Yard requirements from property line measured from face of wall.
- 11 Open air or screened-in front porches to encroach up to 8 feet into the front setback.
- 12 See Section 715.31 for side setbacks for lots less than 50 feet in width.
- 13 The maximum height requirement may be waived up to 70 feet for the present hospital building, appurtenances and attachments with the approval of the Georgetown Fire Department. Where the district abuts any residential zoning district, the setback shall be increased two feet for each additional one foot of height above 35 feet. *(amended 4-21-05)*
- 14 Multi-Family and/or duplex dwelling units shall have a density of no more than 6 dwelling units per net acre. The net density is calculated by the dwelling units per acre excluding the streets, rights of ways, dedicated easements, wetlands, and ponds. *(amended 11-15-07)*
- 15 Multi-family and/or duplex dwelling units shall have a density of no more than 14 units per net acre. The net density is calculated by the dwelling units per acre excluding the streets, rights of ways, dedicated easements, wetlands, and ponds. *(amended 11-15-07, 2/21/19)*
- 16 Reference from Article V, Section 502, Corner Lots.

Editor's note (Ord. of 2-19-04; Ord. of 4-21-05(2)); (amended Ord. of 4-21-11); (amended Ord. CC Height of 3-19-15); (amended Ord Sec. 415.302 of 2/21/19)

minutes attached

1 ✓



City of Georgetown

AGENDA ITEM REQUEST FORM

*1st - 9/27/07
2nd - 11/15/07*

Council Meeting Date:	November 15, 2007
Department:	Building and Planning
Issue under Consideration:	Request Second Reading approval to amend Article VII, Section 702 to Delete Section 702.12 and reserve said section of the ordinance for future amendments and amend Section 702.2 "Conditional Uses" to add Section 702.202 Subsections 702.2021 through Subsections 702.2024 to allow for multi-family dwellings as conditional uses in the R-3 Zoning District .
Current Status:	City of Georgetown is in the process of rewriting the Comprehensive Plan and while re-evaluating the Comprehensive Plan for the entire city Council has discovered problems with overcrowding in the R-3 zoning district and because of the overcrowding has seen an immediate need to improve the district for everyone
Amount Requested:	N/A
Is Item in Current Budget? If no, please explain	N/A
Financial Impact:	N/A
Points to Consider:	• Comprehensive Plan currently being rewritten. • Overcrowding is a concern of Council as well as residents within the R-3 district. • Council is concerned with water usage and flow within heavily concentrated areas of the city, concerns with fire safety as well as neighborhood streets becoming over crowded.
Options:	• Council could approve 1st reading of the amendment as presented. • Council could deny 1st reading of the amendment request as presented. • Council could send the request to the Planning Commission for review and recommendation prior to a decision being made. • City Council approved pending ordinance on the amendment September 27, 2007.
Staff Recommendations:	Approve Second Reading of the Ordinance as presented to reduce crowding of property, allow for additional open space, and reduce congestion in streets within the R-3 zoning district.
Attorney Review:	Required for all ordinances
Department Head:	Sabrina Morris
Date submitted	November 2, 2007
List Attachments:	Ordinance for consideration
Signature of Department Head	<i>Sabrina Morris</i> <i>Item 10A</i>

Attachment: Conditional Uses R3 Multifamily (2905 : Rezone Hickory Knoll from R3 to R4)

REGULAR MEETING OF CITY COUNCIL (5) NOVEMBER 15, 2007

Mr. Keith Wilson presented a proclamation proclaiming December 7, 2007 as Arbor Day in the City of Georgetown, South Carolina.

COUNCILMEMBER SAWYER MOVED TO APPROVE A PROCLAMATION PROCLAIMING DECEMBER 7, 2007 AS ARBOR DAY IN THE CITY OF GEORGETOWN, SOUTH CAROLINA, SECONDED BY COUNCILMEMBER SMALLS. Mayor Wilson asked for discussion. Mayor Wilson called for the question. **THE MOTION WAS UNANIMOUSLY CARRIED 6-0.**

**Proclamation –
Arbor Day**

Mrs. Morris presented an ordinance for second reading to amend the City of Georgetown Zoning Ordinance Article VII, Section 702 to delete Section 702.12 and reserve said Section of the Ordinance for future amendments and amend Section 702.2 “conditional uses” to add Section 702.202 Subsections 702.2021 through Subsection 702.2024 to allow for multi-family dwellings as conditional uses in the R-3 Zoning District.

COUNCILMEMBER BRADLEY MOVED TO APPROVE SECOND READING TO AMEND THE CITY OF GEORGETOWN ZONING ORDINANCE ARTICLE VII, SECTION 702 TO DELETE SECTION 702.12 AND RESERVE SAID SECTION OF THE ORDINANCE FOR FUTURE AMENDMENTS AND AMEND SECTION 702.2 “CONDITIONAL USES” TO ADD SECTION 702.202 SUBSECTIONS 702.2021 THROUGH SUBSECTION 702.2024 TO ALLOW FOR MULTI-FAMILY DWELLINGS AS CONDITIONAL USES IN THE R-3 ZONING DISTRICT, SECONDED BY COUNCILMEMBER SAWYER. THE MOTION WAS UNANIMOUSLY CARRIED 6-0.

**2ND Reading –
Amend Zoning
Ordinance, Article
VII, Section 702...**

Mrs. Morris presented an ordinance for second reading to amend the City of Georgetown Zoning Ordinance Article VIII to allow for minimum lot size, minimum yard requirements from property lines, heights and density for multi-family dwellings and duplexes in the R-3 and R-4 zoning districts.

COUNCILMEMBER SMALLS MOVED TO APPROVE SECOND READING TO AMEND THE CITY OF GEORGETOWN ZONING ORDINANCE ARTICLE VIII TO ALLOW FOR MINIMUM LOT SIZE, MINIMUM YARD REQUIREMENTS FROM PROPERTY LINES, HEIGHTS AND DENSITY FOR MULTI-FAMILY DWELLINGS AND DUPLEXES IN THE R-3 AND R-4 ZONING DISTRICTS, SECONDED BY COUNCILMEMBER SAWYER.

**2nd Reading –
Amend Zoning
Ordinance, Article
VIII**

Attachment: Conditional Uses R3 Multifamily (2905 : Rezone Hickory Knoll from R3 to R4)

AN ORDINANCE TO AMEND THE CITY OF GEORGETOWN ZONING ORDINANCE ARTICLE VII, SECTION 702 TO DELETE SECTION 702.12 AND RESERVE SAID SECTION OF THE ORDINANCE FOR FUTURE AMENDMENTS AND AMEND SECTION 702.2 "CONDITIONAL USES" TO ADD SECTION 702.202 SUBSECTIONS 702.2021 THROUGH SUBSECTION 702.2024 TO ALLOW FOR MULTI-FAMILY DWELLINGS AS CONDITIONAL USES IN THE R-3 ZONING DISTRICT

- WHEREAS,** Article 13, Section 1300 of the Zoning Ordinance of the City of Georgetown provides that the Zoning Ordinance may be amended from time to time by the City Council; and
- WHEREAS,** the City of Georgetown is in the process of rewriting the Comprehensive Plan and while re-evaluating the Comprehensive Plan for the entire city Council has discovered problems with overcrowding in the R-3 zoning district and because of the overcrowding has seen an immediate need to improve the district for everyone; and
- WHEREAS,** Council is concerned with water usage and flow within heavily concentrated areas of the city, with fire safety and with neighborhood streets becoming overcrowded and has resolved to consider the use of multi-family dwellings as a conditional uses with provisions within the R-3 zoning district to meet the immediate needs of the district; and
- WHEREAS,** City Council can, by means of a majority vote, invoke pending ordinance doctrine on the ordinance which would become effective after advertising to the public of council's intention to hold public hearings on the ordinance; and
- WHEREAS,** the Planning Commission of the City of Georgetown, South Carolina will hold a public hearing regarding allowing for multi-family as conditional uses within the R-3 zoning district; and
- WHEREAS,** following the public hearing and recommendations by the Planning Commission, the Mayor and City Council of the City of Georgetown shall have the opportunity to approve or deny final reading of this ordinance.

NOW, THEREFORE BE IT ORDAINED by City Council of the City of Georgetown South Carolina that Article VII, Section 702 Subsection 702.12 be deleted and reserve said section of the ordinance for future amendments and amend section 702.2 "Conditional Uses" to add Section 702.202 Subsections 702.2021 through 702.2024 to allow for multi-family dwelling units as conditional uses in the R-3 zoning district as provided for in the attached copy.

ATTEST:

Ann U. Mercer, City Clerk

Lynn Wood Wilson, Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: Conditional Uses R3 Multifamily (2905 : Rezone Hickory Knoll from R3 to R4)

702 R3 District (medium and limited high density residential).

Intent. It is the intent of this district to establish medium to high density residential areas which will provide for single and multi-family dwellings and mobile home units in a manner that will preserve open space, prevent noise, improve visual character of the environment; avoid overcrowding of development on parcels and provide for adequate landscaping and screening of multi-family developments. In order to achieve the intent of the R3 District, as shown on the Zoning Map of the City of Georgetown, South Carolina,

702.1 *The following uses are permitted:*

702.11 Any permitted use in the R2 District;

702.12 Reserved.

702.13 Group dwellings.

702.2 *Conditional uses:*

702.201 Mobile homes on individual lots provided:

702.2011 Such uses shall be occupied as permanent dwellings;

702.2012 No more than one mobile home shall be located on a given lot; and,

702.2013. All towing devices, wheels, axles, and hitches must be removed.

702.2014. Structures must be placed on a foundation consisting of footings and piers which meet the requirements of the Manufacturers Installation Manual or Section 19-425.39 of the South Carolina Manufactured Housing Board.

702.2015. Permanent landing and steps with handrails are required at all exterior doorways,

702.2016. Skirting or a curtain wall, unpierced except for required ventilation and access doors must be installed and must consist of brick masonry, vinyl, or similar materials designed and manufactured for permanent outdoor installation.

702.202 *Multi-family dwellings provided:*

702.2021 *Buffer Requirements/Green space requirements:*

For the prevention of noise, improvement of visual character and generally more pleasing environment, adequate landscaping and screening shall be required for all multi-family developments within the district. For developments containing 2 acres or more a minimum 20 foot exterior landscaped buffer shall be required around the entire development where the development is adjacent to properties and or public right of ways. For developments less than 2 acres, a minimum 10 foot exterior landscaped buffer shall be required around entire development where the development is adjacent to properties and or public right of ways.

702.2022 Building Separation

Each structure shall be a minimum of fifteen (15) feet from any other structure within the development.

702.2023 Density

To avoid concentration and overcrowding of land and to preserve open space and quality of life a total of 6 units per net acre shall be allowed. Net acre shall be calculated by the units per acre excluding the streets, rights of ways, dedicated easements, wetlands, and ponds.

702.2024 Parking

Onsite parking shall be required at two spaces per dwelling unit. Recreation centers/Amenities center shall be based on square footage of building as provided for in this ordinance.

702.203 Churches, libraries and parks provided that a site plan is reviewed and approved by the Zoning Administrator.

702.204 Water towers provided that:

702.2041 A site plan is reviewed and approved by the Zoning Administrator; and,

702.2042 The Zoning Administrator shall establish required setbacks.

702.205 Nursing homes provided that:

702.2051 A site plan is reviewed and approved by the Zoning Administrator; and,

702.2052 Buffers shall be planted or erected along side and rear property lines.

702.206 Schools offering general education provided that:

702.2061 A site plan is reviewed and approved by the Zoning Administrator;

702.2062 There are buffers planted or erected along side and rear property lines;

702.2063 The Zoning Administrator shall determine the traffic impacts of the proposed conditional use; and,

702.2064 The Zoning Administrator shall establish required setbacks.

702.207 Substations provided that:

702.2071 A site plan is reviewed and approved by the Zoning Administrator;

702.2072 There are buffers planted or erected along side and rear property lines; and,

702.2073 The Zoning Administrator shall establish required setbacks.

702.208 Mini day care centers provided that:

702.2081 Such uses shall be located on arterial or collector streets as shown on the City of Georgetown Major Thoroughfare Plan;

702.2082 The boundary of a parcel or lot containing such use shall be separated from the boundary of any other parcel or lot containing a mini day care center by not less than three hundred feet;

702.2083 A site plan shall be reviewed and approved by the Zoning Administrator at a meeting in which all property owners within one hundred feet of the subject property have been notified by mail. The site plan shall show the following:

- a. Building location, driveways, parking spaces, play area, fencing, landscaping, property lines, etc.;
- b. No structured area for active play or play structures shall be located in the front yard or within ten feet of the side or rear lot line. Outdoor play areas shall be screened with not less than a six-foot-high sight-obscuring fence, wall, or hedge;
- c. The site shall be landscaped in a manner compatible with adjacent residences; and,
- d. No structure or decorative alteration that will alter the residential character of an existing residential structure shall be allowed. Any new or remodeled structure shall be designed to be compatible with the residential character of the surrounding neighborhood.

702.209 Adult mini day care centers provided that:

702.2091 The boundary of a parcel or lot containing such use shall be separated from the boundary of any parcel or lot containing an adult mini day care center by not less than three hundred feet.

702.2092 A site plan shall be reviewed and approved by the Zoning Administrator at a meeting in which all property owners within one hundred feet of the subject property have been notified by mail. The site plan shall show the following:

- a. Building location, driveways, parking spaces, outdoor activity area, fencing, landscaping, property lines, etc.;
- b. Outdoor activity areas shall be screened with not less than a six-foot-high, sight-obscuring fence, wall, or hedge; and,
- c. No structure or decorative alteration that will alter the residential character of an existing residential structure shall be allowed. Any new or remodeled structure shall be designed to be compatible with the residential character of the surrounding neighborhood.

702.210 Fraternal organizations, clubs, lodges, and bed and breakfast inns provided that a site plan is reviewed and approved by the Zoning Administrator.

702.211 Courthouses provided that:

702.2111 A site plan is reviewed and approved by the Zoning Administrator;

702.2112 Additional setbacks may be required.

702.212 Taxi stands provided that:

702.2121 A site plan is reviewed and approved by the Zoning Administrator.

702.2122 The Zoning Administrator shall review the potential traffic impacts on adjoining properties.

702.3 *Other requirements.* Unless specified elsewhere in this Ordinance, uses permitted in R3 Districts shall be required to conform with the following requirements:

702.31 Shall meet the area, yard and height requirements of Article VIII;

702.32 Signs permitted within this district including the conditions under which they may be located, are set forth in Article X; and,

702.33 All uses permitted within R3 Districts shall meet all standards set forth in Article IV, pertaining to off-street parking, loading and other requirements when applicable.

REGULAR MEETING OF CITY COUNCIL (5) MARCH 21, 2002

a Community Development Block Grant to improve drainage in the Hawkins Street area. The application required that the City provide matching funds for the project. A Resolution pledging these funds needs to be submitted as part of the application. The budget for the project is \$580,000, the maximum grant we can receive is \$500,000. The Resolution pledges a \$120,000 match for the grant. This would include the additional \$80,000 as well as \$40,000 administrative fees for Waccamaw Regional to administer the grant.

COUNCILMEMBER SAWYER MADE A MOTION TO APPROVE A RESOLUTION TO APPROVE \$120,000 AS A MATCH FOR A \$500,000 COMMUNITY DEVELOPMENT BLOCK GRANT FOR DRAINAGE IMPROVEMENTS FOR THE HAWKINS STREET AREA, SECONDED BY COUNCILMEMBER WALTERS AND UNANIMOUSLY CARRIED.

**Resolution – CDBG
Matching Funds –
Hawkins St. Area
Drainage
Improvements**

Mr. Johnson told Council that Connelly Builders and Development has requested the City consider waiving building permit fees and water and sewer tap fees for a proposed project at the end of West Church Street. They are proposing 50 residential units that will be slightly more upscale than Connelly's project on Martin Street in Maryville. He said the reason the developer is requesting the waiver is to obtain points from the South Carolina Housing Finance and Development Authority. Assistance from this program is very competitive and local government support can make the difference in receiving the loan. Staff called the State to verify the above and it was confirmed. Mr. Johnson said staff recommends the City waive the permit fees and water and sewer tap fees. Additional standard housing is very much needed in the City. The proposed development would pay property taxes and utilities in the future, which would be a sizable source of revenue for the City. Mr. Johnson said just before the meeting it was learned that separate Resolutions were needed for these waivers rather than a motion. After lengthy discussions among Council and the developer,

COUNCILMEMBER SMALLS MADE A MOTION TO APPROVE A RESOLUTION TO WAIVE BUILDING PERMIT FEES FOR THE HICKORY KNOLL PROJECT PROPOSED BY CONNELLY DEVELOPMENT, INC., SECONDED BY MAYOR PRO TEM BARBER AND UNANIMOUSLY CARRIED.

**Resolution – Waive
Building Permit
Fees**

MAYOR PRO TEM BARBER MADE A MOTION TO APPROVE A RESOLUTION TO WAIVE WATER AND SEWER TAP FEES FOR THE HICKORY KNOLL PROJECT PROPOSED BY CONNELLY DEVELOPMENT, INC., SECONDED BY COUNCILMEMBER WALTERS AND UNANIMOUSLY CARRIED.

**Resolution – Waive
Water and Sewer
Tap Fees**

Approve Minutes –

Attachment: Waive Building & Water Fees (2905 : Rezone Hickory Knoll from R3 to R4)

STATE OF SOUTH CAROLINA)

**HICKORY KNOLL, WAIVEMENT OF
BUILDING PERMIT FEES**

CITY OF GEORGETOWN)

WHEREAS, the City of Georgetown is in need of quality affordable housing;
and

WHEREAS, waiving building permit fees is an incentive in the South Carolina
State Housing Finance and Development Authority tax credit program;

NOW THEREFORE, BE IT RESOLVED that the City of Georgetown does
hereby waive building permit fees for the Hickory Knoll project proposed by Connelly
Development, Inc.

Adopted this 21st day of March, 2002 by the Georgetown City Council.

CITY OF GEORGETOWN,
a Municipal Corporation

BY

Lynn Wood Wilson
LYNN WOOD WILSON, MAYOR

ATTEST:

Ann U. Mercer
ANN U. MERCER, CLERK

Attachment: Waive Building & Water Fees (2905 : Rezone Hickory Knoll from R3 to R4)

STATE OF SOUTH CAROLINA)

**WAIVING WATER AND SEWER TAP FEES
FOR HICKORY KNOLL PROJECT**

CITY OF GEORGETOWN)

WHEREAS, the City of Georgetown is in need of quality affordable housing;
and

WHEREAS, waiving water and sewer tap fees is an incentive in the South Carolina State Housing Finance and Development Authority tax credit program;

NOW THEREFORE, BE IT RESOLVED that the City of Georgetown does hereby waive water and sewer tap fees for the Hickory Knoll project proposed by Connelly Development, Inc.

Adopted this 21st day of March, 2002 by the Georgetown City Council.

CITY OF GEORGETOWN,
a Municipal Corporation

BY 
LYNN WOOD WILSON, MAYOR

ATTEST: 
ANN U. MERCER, CLERK

REGULAR MEETING OF CITY COUNCIL (4) JUNE 17, 2004

possibility of amending the ordinance to allow for an out-of-town architect to serve on this Board. State law does not prohibit this, nor does our Certified Local Government status. A representative from Archives and History has informed staff that this is allowable under their program. Mrs. Richardson said the ordinance that establishes the ARB is a part of the Zoning Ordinance, so if Council directs staff to pursue this change, a public hearing would be held before the Planning Commission. Discussions followed. There were no objections from Council and Mrs. Richardson said a Public Hearing would be conducted.

Mr. Lane Mixon addressed Council asking for a motion for the City to accept new utilities at the Hickory Knoll Apartments. The developers installed the utilities and asked the City to accept ownership.

MAYOR PRO TEM BARBER MADE A MOTION TO ACCEPT WATER AND WASTEWATER UTILITIES LOCATED AT THE HICKORY KNOLL APARTMENTS, SECONDED BY COUNCIL MEMBER WAYNE AND UNANIMOUSLY CARRIED 7-0.

**Accept
Ownership of
New Utilities at
Hickory Knoll
Apartments**

Mr. Johnson presented a Resolution relating to the US 17 drainage project.

COUNCIL MEMBER SAWYER MADE A MOTION TO APPROVE A RESOLUTION REQUESTING CONVEYANCE FROM THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION OF FRONT STREET BETWEEN DOZIER STREET AND WOOD STREET AND THE PUBLIC RIGHT-OF-WAY OF WOOD STREET SOUTH OF FRONT STREET TO THE SAMPIT RIVER, TO THE CITY OF GEORGETOWN, SECONDED BY COUNCIL MEMBER SMALLS AND UNANIMOUSLY CARRIED 7-0.

**Resolution –
Conveyance from
SCDOT of Front
Street Right-of-
Way for Highway
17 Drainage
Project**

Mr. Johnson presented an ordinance for second reading increasing monthly residential sanitation fees from \$12 to \$15. Council Member Wayne expressed her concern with people emptying their garages and attics and leaving all types of debris on the street for pickup. She asked what type of enforcement the City is using to address this matter. Mr. Johnson said the Litter Control Officer and the Public Works Director are informing the individuals this is not allowed. If residents have white goods for pickup they are



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

ORDINANCE

DOC ID: 2906

Council Meeting Date:	16 January 2020
Department:	Housing and Community Development
Issue Under Consideration:	Motion to approve an ordinance amending the City of Georgetown Zoning Ordinance, Article XXI (Redevelopment District).
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• The city has been working with Liberty Steel to make sure they can remain open as they go through a \$25 million expansion. • Liberty wanted to rezone the property back to Heavy Industrial (HI) but city staff felt like they could accomplish what they needed through a text amendment to the REDD. • Revisions were first provided by the Liberty Steel attorney, then staff made changes to those revisions, and then the parties finally agreed on the attached amendments. • We feel these text amendments to the REDD are a good compromise with Liberty Steel in working towards a better relationship and the overall economic vitality for the mill.
Options:	Approve or deny the text amendments to the REDD.
Staff Recommendation:	Staff recommends approving the text amendments to the REDD.

Reviews:

Angela Rambeau Completed 12/09/2019 10:26 AM

City Attorney Completed 12/10/2019 3:26 PM

approved as to form

Sandra E. Yudice Ph.D. Completed 12/10/2019 3:36 PM

Stephanie Buccione Completed 12/10/2019 4:26 PM

Updated: 12/10/2019 4:25 PM by Stephanie Buccione

Page 1

Georgetown City Council Completed 12/19/2019 5:30 PM

Attachments:

1. a Text Amendment REDD Ordinance (PDF)
2. b Draft REDD Revisions for Liberty5 (PDF)

**MOTION TO APPROVE AN ORDINANCE AMENDING THE CITY OF GEORGETOWN
ZONING ORDINANCE, ARTICLE XXI (REDEVELOPMENT DISTRICT).**

**AN ORDINANCE AMENDING THE CITY OF GEORGETOWN ZONING ORDINANCE,
ARTICLE XXI (REDEVELOPMENT DISTRICT)**

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

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

WHEREAS, the Planning Commission of the City of Georgetown, South Carolina held a public hearing regarding the proposed amendment to Article XXI; and

WHEREAS, following the public hearing on November 26, 2019 and the vote by Planning Commission of 6-0 in favor of amending the Zoning Ordinance to amend the text, the Mayor and City Council of the City of Georgetown feel it is in the best interest of the City of Georgetown to amend the ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Georgetown, South Carolina that Article XXI (Redevelopment District) of the City of Georgetown Zoning Ordinance be amended as follows:

Article XXI – Redevelopment District

2102.10 Force Majeure: An unforeseeable circumstance that prevents someone from fulfilling a contract. This definition includes an event, occurrence, or circumstance reasonably beyond the control of any party, including fires, earthquakes, lightning, floods, explosions, storms, adverse weather, landslides and other acts of natural calamity or acts of God; strikes, grievances, actions by or among workers or lock-outs (whether or not such labor difficulty could be settled by acceding to any demands of any such labor group of individuals); which, by the exercise of due diligence, such party could not have been able to avoid or overcome.

Section 2142 Use Table

Dock, Pier and Wharf	P	P
Uses Located Over Water	P	P

2171.3 Abandonment and loss of nonconforming status. Once a nonconforming use, which lawfully existed on the effective date of this Ordinance, is abandoned, the use's legal nonconforming status shall be lost and the re-establishment of a nonconforming use shall be prohibited. Any subsequent use of the property shall comply with the regulations of the REDD district in which it is located.

The abandonment of a nonconforming use and any related building(s) or structure(s) shall be deemed to have occurred upon any one or more of the following for more than three hundred sixty five (365) consecutive days or more than three hundred sixty five (365) days in any two consecutive years:

1. Abandonment, as defined in Section 2102.1 of this Ordinance, including but not limited to, the cessation of production or processes for which the nonconforming use was intended, unless cessation is due to an official labor action, including a labor lockout or labor strike; or
2. The vacating of the premises; or
3. Failure to secure or maintain licenses, permits, or regulatory approvals necessary for operation, unless such licenses, permits, or regulatory approvals are required because Damage or Destruction, regulated by Sections 2171.4 & 2172.4 below; or
4. Disconnecting or discontinuing utility service, such as water, gas, or electric service, serving the nonconforming use or property; or
5. Removal of buildings, equipment, or fixtures which are necessary for the operation of the nonconforming use; or
6. Any structure containing a nonconforming use that has fallen into disrepair and has been deemed unfit for occupancy by the building official, fire marshal, or other competent authority.

2171.4 Damage or destruction. A nonconforming use that is unintentionally damaged or destroyed by force majeure may be restored or re-established to its pre-damaged use, if said use, conforms to the provisions of this Ordinance. The commencement of the 365 days abandonment clause in Section 2171.3 will go into effect immediately after the event occurs, or upon notification from the city building official that the damaged site can be accessed. The timeline for abandonment will be put on hold once an application for a city demolition or building permit is submitted for said use. Continued entitlement to the nonconforming use shall be established by the commencement of a continuous process of repair, reconstruction or replacement or in the case of work which cannot commence without first obtaining permits, licenses or approvals required by any governmental authority, then the date of filing of the appropriate applications for the necessary permits, licenses or approvals shall be considered the commencement date.

2171.5 Accessory uses. No use that is accessory to a principal nonconforming use shall continue after the principal use has ceased, unless it complies with the regulations of this Ordinance.

2171.6 Discontinuance in use. Any period of time during which all or a portion of a property's use is not continued for the purpose of repair, construction, reconstruction, expansion, modification, or because of an event of Force Majeure, shall not be considered abandonment under this Ordinance. The official commencement for abandonment and the discontinuance of a nonconforming use, as stated in Section 2171.3, shall begin upon legal notification by property owner or representative thereof. If the City does not receive notification of abandonment by the nonconforming use, the City shall reserve right of entry to inspect the property of the nonconforming use to confirm abandonment.

2171.7 [RESERVED]

2172.4 Damage or destruction. A nonconforming structure that is unintentionally damaged or destroyed by force majeure may be restored or re-established to its pre-damaged design, if said structure, conforms to the provisions of this Ordinance. The commencement of the 365 days abandonment clause in Section 2171.3 will go into effect immediately after the event occurs, or upon notification from the city building official that the damaged site can be accessed. The timeline for abandonment will be put on hold once an application for a city demolition or building permit is submitted for the damaged structure. Continued entitlement to the nonconforming structure shall be established by the commencement of a continuous process of repair, reconstruction or replacement work, or in the case of work which cannot commence

without first obtaining permits, licenses or approvals required by any governmental authority, then the date of filing of the appropriate applications for the necessary permits, licenses or approvals shall be considered the commencement date. Where the building official has determined that damage is fifty (50) percent or more of its pre-damaged appraised value, the structure shall be repaired, reconstructed or replaced using the most recently adopted codes; including but not limited to, building codes, fire codes and floodzone regulations. Where damage is fifty (50) percent or less and such repairs are permitted, said repairs shall be in full compliance with the regulations of this Ordinance.

ATTEST:

Stephanie Buccione, City Clerk

Brendon M. Barber Sr., Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

ARTICLE XXI: REDEVELOPMENT DISTRICT

REDD

TEXT AMENDMENT

Attachment: Draft REDD Revisions for Liberty5 [Revision 1] (2906 : Amendments to the REDD for Liberty Steel)

CITY COUNCIL
Adopted 12/21/17, Effective 1/1/19, Revised 1/16/20

TABLE OF CONTENTS

REDD AMENDMENT

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Division 1 Introductory Provisions

Section 2100 Intent of the REDD

The Georgetown City Council has determined that **new** heavy industrial uses are incompatible when in close proximity to the city's downtown, waterfront, historic district, residential neighborhoods, and gateway corridors and intersections. It has been further determined by the council that the discontinuance of incompatible industrial uses is in the long-term interest of the city. These areas should be redeveloped in a manner which improves property value, promotes economic development, and enhances the viability of surrounding residential neighborhoods and businesses, while providing the owners of affected sites flexibility in the transition and repurposing of their lands.

The intent of this Ordinance, and the districts created herein, is to provide a regulatory framework that promotes the thoughtful redevelopment of industrial sites, industrial districts, and adjacent properties in accordance with the City of Georgetown's Comprehensive Plan, including the future land use map, and the City of Georgetown's Official Map. Specifically, the provisions of this Ordinance are designed in furtherance of the comprehensive plan to encourage compatible redevelopment by:

1. Allowing a mixture of uses;
2. Prohibiting new heavy industrial uses while providing for the conditioned continuation of existing nonconformities;
3. Promoting setback, height, and other bulk and dimensional restrictions that are compatible with adjacent districts or provide for reasonable transition;
4. Providing density, height, parking, and other development bonuses and design modifications for developments that provide additional open spaces or public amenities;
5. Protecting adjacent streets; and
6. Protecting adjacent waterfronts and preserving and/or creating viewsheds.

It is recognized that some aspects of the redevelopment and repurposing of former industrial sites may occur in the short term and that other aspects may take years to accomplish. This article and the district created by it provide for short and long-term redevelopment with multiple options designed to afford flexibility to affected property owners. The purposes and intent of each district is further described in Division 2.

Section 2101 Summary of Article Provisions

This article creates four redevelopment districts, including a base redevelopment district and three floating zones. Each district allows, but does not require, a mixture of uses with permitted intensities and densities varying by zone. Heavy industrial and similarly incompatible uses are prohibited in the four districts and this article provides nonconformity standards to address the continuation and eventual cessation of these pre-existing uses.

Properties may be rezoned by the City Council to the REDD base district to accommodate the repurposing and transitioning of lands from incompatible industrial or other uses to activities and uses that are economically viable and harmonious with the city's longstanding commercial and residential districts. The base district allows for lower intensity nonindustrial development and retains many of the non-district specific requirements of the city's zoning ordinance.

Property owners may choose to proceed with development under the standards of the base district; however, this article provides the authority for the City Council to apply three floating zone options available within the base redevelopment district, each of which are described herein. Property owners may petition for the rezoning of their properties to one of these floating zones. The flexibility afforded by the floating zones varies. Two of the floating zones require the approval by the City Council of a development plan and development zoning text, collectively referred to as floating zone district standards. However, the proposed standards must be in agreement with the comprehensive plan and the requirements of this article and must be approved by the City Council. If approved by City Council, floating zone district standards govern future development of the property within the floating zone.

Table 2101 provides an overview of the different requirements and options provided under the four REDD districts.

Table 2101 Summary of REDD Districts				
STANDARDS	Base District	Floating Zones		
	REDD-B	REDD-F1	REDD-F2	REDD-F3
Development Plan (DP) Required	NO (Site Plan Required)	NO (Site Plan Required)	YES	YES
Development Zoning Text (ZT) Required	NO Standards Set by Article	NO Standards Set by Article	YES	YES
Density Bonus Available	NO	NO	YES	YES
Flexible Height Standards	NO	NO	YES	YES
Flexible Lot Size Standards	NO	NO	NO	YES
Flexible Parking Standards	NO	NO	YES	YES
Flexible Sign Standards	NO	NO	YES	YES
Flexible Use Standards	NO	NO	NO	YES
Subject to Design Overlay District Standards	YES	YES	OPTIONAL	OPTIONAL
Heavy Industry Permitted	NO	NO	NO	NO
Light Industry Permitted	NO	YES By Special Exception Only	YES If Authorized by the District's Standards	YES If Authorized by the District's Standards

Section 2102 Definitions Applicable to Article

In addition to the definitions set forth in Article III and elsewhere in this Ordinance, the following words, terms, and phrases when used in this article shall have the meanings ascribed to them by this section. All other words, terms, and phrases not defined by this Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise.

2102.1 *Abandon (Abandonment):* The relinquishment of property, a change of use, or the discontinuance in the use of the property by the owner, regardless of intent, for a period of more than three hundred sixty five (365) consecutive days or more than three hundred sixty five (365) days in any two consecutive years.

2102.2 *Affordable Housing:* In the case of dwelling units for sale, housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than twenty-eight percent of the annual household income for a household earning no more than eighty percent of the area median income, by household size, for the metropolitan statistical area as published from time to time by the U.S. Department of Housing and Urban Development (HUD) and, in the case of dwelling units for rent, housing for which the rent and utilities constitute no more than thirty percent of the annual household income for a household earning no more than eighty percent of the area median income, by household size for the metropolitan statistical area as published from time to time by HUD.

2102.3 *Building Coverage:* The horizontal area measured within the outside of the exterior walls of the ground floor of all principal and accessory buildings. For properties in the REDD-B and REDD-F1, building coverage is expressed as a percentage of lot area. For properties in the REDD-F2 and REDD-F3, building coverage is expressed as a percentage of the net development area.

2102.4 *Cluster Development (Clustering):* The grouping of allowable uses within a subdivision or development site, permitting a reduction in the otherwise applicable lot size, while preserving substantial open space on the remainder of the parcel. Building and impervious coverage and density in the REDD-F2 and REDD-F3 are based on net development area (not individual lot area) allowing for clustering in these districts.

2102.5 *Density:* The number of dwelling units permitted per acre. For properties in the REDD-B and REDD-F1, the number of dwelling units permitted is based on lot area. For properties in the REDD-F2 and REDD-F3, the number of dwelling units permitted is based on the net development area.

2103.6 *Development Bonus:* The provision of additional development capacity in the form of an increase in allowable density, building coverage, impervious coverage or a decrease in required open area. A development bonus may be granted as an incentive for the voluntary provision of increased amenities or improvements of public benefit as identified in this article.

2102.7 *Development Zoning Text:* Written standards adopted by legislative action of the City Council that, in addition to the standards imposed by this article and the approved development plan, establish zoning requirements within the floating zone.

2102.8 *Floating Zone:* The zones described in the text of this article and adopted by legislative action of the City Council, but which are unmapped unless a property owner petitions the City Council to have the floating zone applied to a particular parcel meeting the minimum zoning district

area requirements of this Ordinance through action by the City Council, as authorized by S.C. Code 6-29-720(C)(2).

2102.9 *Floating Zoning District Standards, or “district standards.”* The REDD development plan and development zoning text that collectively, when adopted by the City Council, in accordance with this article, form the zoning requirements governing development in the REDD-F2 and REDD-F3 floating zones.

2102.10 *Force Majeure:* An unforeseeable circumstance that prevents someone from fulfilling a contract. This definition includes an event, occurrence, or circumstance reasonably beyond the control of any party, including fires, earthquakes, lightning, floods, explosions, storms, adverse weather, landslides and other acts of natural calamity or acts of God; strikes, grievances, actions by or among workers or lock-outs (whether or not such labor difficulty could be settled by acceding to any demands of any such labor group of individuals); which, by the exercise of due diligence, such party could not have been able to avoid or overcome.

2102.11 *Heavy Industry (heavy industrial):* A use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions such as smoke, noise, soot, dirt, vibrations, odor, noxious discharges, and adverse traffic generation. Heavy industrial uses include but are not limited to the manufacture of chemicals (including herbicides, insecticides, fungicides, disinfectants, solvents, and related industrial and household chemical compounds and any use involving the bulk storage of chemicals), fertilizers, paper, petroleum products (including plastics and rubber), and steel and other metals; concentrated feedlots; electric generation; oil and gas extraction and storage; incinerators; mining; animal slaughter, packaging, and rendering plants; lumber mills; and recycling and salvage yards.

2102.12 *Impervious Coverage:* The area covered by an impervious surface expressed as a percentage. For properties in the REDD-B and REDD-F1 districts, impervious coverage is expressed as a percentage of lot area. For properties in the REDD-F2 and REDD-F3 districts, impervious coverage is expressed as a percentage of the net development area.

2102.13 *Impervious Surface:* Any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to building roofs, paved asphalt and concrete parking and driveway areas, sidewalks, swimming pools, and other paved areas.

2102.14 *Light Industry (light industrial):* A use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing. Light industry is capable of operation in such a manner as to control the external effects of the manufacturing process, such as smoke, noise, soot, dirt, vibration, odor, noxious discharges, and adverse traffic conditions.

2102.15 *Net Development Area:* The cumulative area of all lots and land including open space within an individual district sharing common district standards but excluding streets, rights of way, dedicated easements, wetlands, and ponds.

2102.16 *Nonconforming Lot:* A lot, designated on a duly recorded subdivision plat, or duly recorded deed, or by other lawful means, that complied with the zoning and development standards

applicable to it on the effective date of this Ordinance, but which no longer complies with the minimum area, lot width, frontage, or other standards now applicable to it.

2102.17 *Nonconforming Feature:* A characteristic of a lot, structure, or use, such as illumination, parking, impervious area, landscaping, or a similar appurtenance, that lawfully existed on the effective date of this article, but which no longer complies with the standards applicable to it.

2102.18 *Nonconforming Structure:* A building or structure that lawfully existed on the effective date of this article, but which no longer complies with the size, coverage, setback, building height, or other dimensional standards applicable to it.

2102.19 *Nonconforming Use:* A use that lawfully existed on the effective date of this article, but which is no longer allowed by the use regulations of the zoning district in which it is located. The term nonconforming use shall include all onsite buildings and structures associated with said use.

2102.20 *Official Map:* A map or maps showing the location of existing or proposed public streets, highways, and public utility rights-of-way, public building sites and public open spaces adopted by City Council in accordance with Section 6-7-1210 et seq. of the state code. A public building site is one on which a building is to be constructed for public use with public funds.

2102.21 *Open Area:* Land not occupied by buildings, parking lots, or structures. Open area includes yards, open space, active and passive parks, stormwater basins and swales, and other vegetated lands that are open from the ground to the sky. For properties in the REDD-B and REDD-F1, open space is expressed as a percentage of lot area. For properties in the REDD-F2 and REDD-F3, open space is expressed as a percentage of the net development area.

2102.22 *Open Space:* Noncommercial land not occupied by buildings, parking lots, or structures that has been set-aside, reserved, or dedicated for public use or for the general use and enjoyment of residents, employees, or patrons of a development. Open spaces are planned and clearly delineated areas. Open space may contain improvements (and incidental impervious surfaces) such as swimming pools, pedestrian walkways, boardwalks, play equipment for children or adults, ball fields, court games, picnic tables, etc. when included as part of approved district standards. Active and passive parks are considered open space. Open space does not include required yards or isolated (noncontiguous) areas of less than 1,000 square feet. For properties in the REDD-B and REDD-F1, open space is expressed as a percentage of lot area. For properties in the REDD-F2 and REDD-F3, open space is expressed as a percentage of the net development area.

2102.23 *Park (Active):* A park that features recreation including swimming pools, gyms, playing fields and courts, or similar recreation.

2102.24 *Park (Passive):* A park that features interpretive programs, open space, picnic areas, trails or similar amenities that take advantage of natural and scenic resources but not including recreational facilities, such as swimming pools, gyms, and playing fields.

2102.25 *REDD Development Plan:* A component of proposed floating zone district standards, drawn to scale and prepared by a licensed design professional, that depicts the location of proposed uses and structures and the existing and proposed conditions of the lot, including topography, vegetation, drainage, floodplains, marshes and waterways, open spaces, walkways, means of ingress and egress, utility services and other public improvements such as streets and sidewalks, landscaping, signs, lighting and screening devices, and any other information required by this

article or that may be reasonably required in order that an informed decision can be made by the approving authority.

2102.26 *Retail Store, small:* A commercial use, conducted exclusively within an enclosed building that engages in the sale of goods to ultimate consumers, usually in small quantities. Small retail stores are conducted in a building with a gross floor area of 5,000 square feet or less.

2102.27 *Retail Store, medium:* A commercial use, conducted exclusively within an enclosed building that engages in the sale of goods to ultimate consumers, usually in small quantities. Medium retail stores are conducted in a building with a gross floor area of more than 5,000 but less than 10,000 square feet.

2102.28 *Retail Store, large:* A commercial use, conducted exclusively within an enclosed building that engages in the sale of goods to ultimate consumers, usually in small quantities. Large retail stores are conducted in a building with a gross floor area of more than 10,000 square feet.

2102.29 *Site Plan:* A plan, drawn to scale and prepared by a design professional, that illustrates the location of existing and proposed structures, uses, parking, signs, points of ingress and egress, lots lines, and other features deemed necessary by the Zoning Administrator to determine compliance with this Ordinance.

2102.30 [RESERVED]

2102.31 *Traffic Impact Mitigation Measure.* Any measures or improvements taken by, or required of, the developer in order to lessen, abate, or reduce the impact of the development on the public streets and highway system.

2102.32 *Traffic Impact Study.* An engineered analysis of the effects of traffic generated by a development at build-out on the capacity, operations, and safety on the public streets and highway system and including an assessment of traffic impact mitigation measures necessary to reduce impact. This analysis and related calculations shall reference the most current edition of the Institute of Transportation Engineer's Trip Generation Manual.

2102.33 *Water Oriented Uses.* A use that is located over or is otherwise reliant on its proximity to the water. These uses include, but are not limited to, docks, piers, and wharfs.

Sections 2103 through 2119 [RESERVED]

Division 2 Redevelopment Districts

Section 2120 Creation of Redevelopment Districts

2120.1 REDD Districts. In addition to the districts and overlays provided by articles VI and XIII, the following districts are hereby created:

Base Redevelopment District (REDD-B)

Redevelopment District Floating Zone 1 (REDD-F1)

Redevelopment District Floating Zone 2 (REDD-F2)

Redevelopment District Floating Zone 3 (REDD-F3)

2120.2 District Citation. The individual districts may be cited by full title, e.g. Base Redevelopment District or by abbreviated reference, e.g. REDD-B or REDD-B district. Collectively these districts and affected properties may be referred to as “the REDD”, “REDD districts” or “REDD properties.” The requirements for properties in the REDD-F2 and REDD-F3 are based on the floating zone district standards approved by legislative action of the City Council. As these floating zones are applied, a unique name or identifier will be used as a prefix to the zone’s title, for example: “Georgetown Market Village” REDD-F3.

2120.3 District Assignment. Except as provided in this article, properties may be zoned REDD-B and REDD-F1 following the map amendment procedures as provided in Article XVIII of this Ordinance. The application of REDD-F2 and REDD-F3 floating zones to a particular parcel also constitutes a text and map amendment and requires compliance with Division 8 of this article, requisite to City Council consideration and action.

Section 2121 REDD-B District

2121.1 District Intent. The intent of the Base Redevelopment District is to provide for lower intensity nonindustrial development while protecting adjacent streets, waterways, and uses from encroachment. This district provides for varying uses but limits intensity through setback, lot size, coverage, density, and other standards. These standards are designed to promote compatible reuse while preserving the higher intensity redevelopment potential of properties. It is anticipated that in the future, properties or portions of the REDD-B district may be rezoned to the higher intensity floating zones as property and development conditions warrant.

2121.2 Eligibility for Designation. Notwithstanding the provisions of Section 513, any property, irrespective of lot size, within the city may be zoned as a Base Redevelopment District subject to conformity with the comprehensive plan and the requirements of this Ordinance. A request to rezone a property to an REDD-B may be initiated by the City Administrator, the Planning Commission, the City Council, or by the owner of the property.

2121.3 REDD-B Dimensional and Density Standards. The following standards shall apply to properties within the REDD-B district.

1. Minimum lot size. Each lot shall have a minimum area of ten (10) acres.
2. Minimum lot width. Each lot shall have a minimum lot width of three hundred (300) feet.
3. Building coverage. The total lot coverage permitted for all buildings shall not exceed ten (10) percent of the lot area, except as provided by Section 2171.1(3).
4. Impervious coverage. The total lot coverage permitted for all impervious surfaces shall not exceed twenty (20) percent of the lot area, except as provided by Section 2171.1(3).
5. Height limit. Building and structure height shall not exceed thirty five (35) feet. No building shall exceed two (2) stories.
6. Setbacks. The minimum setback from property lines shall be as follows:
 1. Front yard: Ninety (90) feet;
 2. Rear yard: Fifty (50) feet;
 3. Side yard: Forty (40) feet; and
 4. Side yard abutting a public street: Sixty (60) feet.
7. Special setback from natural water body. The minimum setback from a natural water body shall be one-hundred (100) feet. For tidal rivers, bays, or inlets this distance is measured from the mean high water mark. This requirement does not apply to water-oriented uses that are approved as a special exception by the Board of Zoning Appeals.
8. Open Area Required. No less than sixty (60) percent of the lot area shall be open area.
9. Open Space. Except as may be required for a conditional or special exception use, open space is not required in this district.
10. Density. Where multi-family units are permitted as a special exception, density shall not exceed two (2) units per acre (or fractional equivalent thereof) of lot area. REDD floating zones may permit densities in excess of two (2) units per acre as expressly provided by this article.

2121.4 Uses. Uses permitted by right, by conditional use, and by special exception are provided in Division IV of this article.

Section 2122 REDD-FI District

2122.1 District Intent. The intent of the Redevelopment District Floating Zone 1 is to provide for development on smaller, pre-existing lots within the REDD. These lots by virtue of their size, location, or lot width may not readily accommodate the setback and coverage requirements of the base district. Also, due to their lot size, these smaller lots would not be eligible for consideration under the other floating zone options provided by this article. This floating zone permits uses similar to the base district and provides reduced setbacks and coverage requirements. This district also allows for light industrial uses as a special exception. It is further intended that this district only be assigned in cases where the orientation of lots allow

for self-contained or stand-alone development that do not impact the development of adjacent properties or conflict with the city's official map.

2122.2 Eligibility for Designation. Notwithstanding the provisions of Section 513, any property within the REDD-B district that constituted an existing lot of record of less than three (3) acres in area at the time of this article's adoption may be zoned as a Redevelopment District Floating Zone 1 subject to conformity with the comprehensive plan and the requirements of this Ordinance. A request to rezone a property to an REDD-F1 district may only be initiated by the owner(s) of the property(s).

2122.3 REDD-F1 Dimensional and Density Standards. The following standards shall apply to properties within the REDD-F1 district.

1. Minimum lot size. Each lot shall have a minimum area of one (1) acre.
2. Minimum lot width. Each lot shall have a minimum lot width of one hundred (100) feet.
3. Building coverage. The total lot coverage permitted for all buildings shall not exceed twenty five (25) percent of the lot area.
4. Impervious coverage. The total lot coverage permitted for all impervious surfaces shall not exceed thirty five (35) percent of the lot area.
5. Height limit. Building and structure height shall not exceed thirty five (35) feet. No building shall exceed two (2) stories.
6. Setbacks. The minimum setback from property lines shall be as follows:
 1. Front yard: Forty (40) feet;
 2. Rear yard: Twenty (20) feet;
 3. Side yard: Twenty (20) feet; and
 4. Side yard abutting a public street: Thirty (30) feet.
7. Special setback from natural water body. The minimum setback from a natural water body shall be one-hundred (100) feet. For tidal rivers, bays, or inlets this distance is measured from the mean high water mark. This requirement does not apply to water-oriented uses that are approved as a special exception by the Board of Zoning Appeals.
8. Open Area Required. No less than forty five (45) percent of the lot area shall be open area.
9. Open Space. Except as may be required for a conditional or special exception use, open space is not required in this district.
10. Density. Where multi-family units are permitted as a special exception, density shall not exceed three (3) units per acre (or fractional equivalent thereof) of lot area.

2122.4 Uses. Uses permitted by right, by conditional use, and by special exception are provided in Division IV of this article.

Section 2123 REDD-F2 District

2123.1 District Intent. The intent of the Redevelopment District Floating Zone 2 is to provide for higher intensity development consistent with approved floating zoning district standards. Further, this district is intended to accommodate imminent development on tracts of three acres or greater. Uses within this district are prescribed by the article; however this district is intended to allow for design flexibility in setback, height, density, and parking standards and to allow for cluster development. In addition, architectural standards may be customized. This district is designed to encourage development that is compatible with adjacent nonindustrial districts, integration with surrounding development, and provide for the coordination of improvements outlined in the city's comprehensive plan and official map.

2123.2 Eligibility for Designation. Any property or combination of properties within the REDD-B or REDD-F1 districts that is three acres or greater of contiguous area may be zoned as a Redevelopment District Floating Zone 2 subject to conformity with the comprehensive plan and the requirements of this Ordinance. A request to rezone a property to an REDD-F2 district may only be initiated by the owner(s) of the property(s).

2123.3 REDD-F2 Dimensional and Density Standards. The following standards shall apply to properties within the REDD-F2 district.

1. Minimum lot size. Each lot shall have a minimum area of four thousand (4,000) square feet.
2. Minimum lot width. Each lot shall have a minimum lot width of twenty five (25) feet.
3. Building coverage. The total lot coverage is established by applicable district standards. The coverage for all building within the floating zone shall not exceed thirty five (35) percent of the net development area.
4. Impervious coverage. The total lot coverage is established by applicable district standards. Impervious coverage shall not exceed forty five (45) percent of the net development area.
5. Height limit. The maximum building and structure height is established by the district standards.
6. Setbacks. The minimum setbacks are established by applicable district standards.
7. Open Area Required. No less than forty (40) percent of the net development area shall be open area.
8. Open Space Required. No less than twenty five (25) percent of the net development area shall be open space.
9. Density. Density shall not exceed five (5) units per acre (or fractional equivalent thereof) of net development area.
10. Clustering. The REDD-F2's district standards may provide for cluster development.

2123.4 Uses. Uses that may be permitted by right, by conditional use, and by special exception are provided in Division IV of this article. The REDD-F2's floating zone may further restrict allowable uses by requiring a higher level of approval procedure but not a lower level approval procedure than is shown in Division IV, Table 2142. Where uses are further restricted, the floating zone text shall specify those uses which are allowed by right, conditional use, or special exception and provide conditions, if any, requisite to the establishment of each use. A use which does not appear within Division IV, Table 2142 is an unlisted use and is not permitted within an REDD-F2 floating zone.

Section 2124 REDD-F3 District

2124.1 District Intent. The intent of the Redevelopment District Floating Zone 3 is to provide for higher intensity development consistent with approved floating zoning district standards. Unlike the REDD-F2, this district is intended for larger developments and affords the greatest amount of flexibility in design and permissibility of uses of any of the REDD districts. This district is designed to encourage large scale development that can occur in phases and that incorporates the design principles and improvements of the city's comprehensive plan and official map.

2124.2 Eligibility for Designation. Any property or combination of properties within the REDD-B, REDD-F1, or REDD-F2 districts that is ten (10) acres or greater of contiguous area may be zoned as a Redevelopment District Floating Zone 3 subject to conformity with the comprehensive plan and the requirements of this Ordinance. A request to rezone a property to an REDD-F3 district may only be initiated by the owner(s) of the property(s).

2124.3 REDD-F3 Dimensional and Density Standards. The following standards shall apply to properties within an REDD-F-3 floating zone.

1. Minimum lot size. The minimum lot size is established by the applicable district standards.
2. Minimum lot width. Each lot shall have a minimum lot width of twenty (20) feet.
3. Building coverage. The total lot coverage is established by the REDD-F3's district standards. The coverage for all building within the floating zone shall not exceed forty (40) percent of the net development area.
4. Impervious coverage. The maximum impervious coverage for each lot is established by the REDD-F3's district standards. Impervious coverage shall not exceed fifty (50) percent of the net development area.
5. Height limit. The maximum building and structure height is established by the approved district standards.
6. Setbacks. The minimum setbacks are established by the approved district standards.
7. Open Area Required. No less than thirty five (35) percent of the net development area shall be open area.
8. Open Space Required. No less than twenty five (25) percent of the net development area shall be open space.

9. Density. Density shall not exceed seven (7) units per acre (or fractional equivalent thereof) of net development area.
10. Clustering. The REDD-F3's district standards may provide for cluster development.

2124.4 Uses. Permitted uses and their location within the district are established by the district standards. In addition to permitted uses, the development's zoning text may provide for alternate uses that may be permitted by right, as a conditional use, or as a special exception.

Section 2125 Summary of Dimensional and Density Standards

The dimensional and density standards of the REDD districts are summarized in Table 2125 below:

Table 2125 Summary of REDD District Dimensional & Density Standards				
STANDARDS	Base District	Floating Zones		
	REDD-B	REDD-F1	REDD-F2	REDD-F3
Minimum Area for District Designation	None	None	3 acres	10 acres
Maximum Area For District Designation	None	Less than 3 acres	None	None
Minimum Lot Size	10 acres	1 acre	4,000 square feet	Set by DS
Minimum Lot Width	300 feet	100 feet	25 feet	20 feet
Maximum Building Coverage*	10%**	25%	35%	40%
Maximum Impervious Coverage*	20%**	35%	45%	50%
Height Limit	35 feet	35	Set by DS	Set by DS
Setbacks	Front	90 feet	40	Set by DS
	Rear	50 feet	20	Set by DS
	Side	40 feet	20	Set by DS
	Street Side Yard	60 feet	30	Set by DS
	Waterfront	100 feet	100	Set by DS
Minimum Open Area	60%	45%	40%	35%
Minimum Open Space	None	None	25%	25%
Density (Units per acre)*	2	3	5	7

Notes: The dimensional and density standards illustrated in Table 2125 are the minimum standards for the above districts. Where the text of this Ordinance provides more restrictive standards than those summarized above, the more restrictive standards shall apply. *Density and coverage bonuses are available in the REDD-F2 and REDD-F3 districts and shall not exceed any density limitations set forth in the comprehensive plan. **Section 2171.1(3) provides an exception to the maximum building and impervious coverage requirements of this division. DS = District Standards

Sections 2126 through 2129 [RESERVED]

Division 3 General Provisions Governing REDD Districts

Section 2130 Heavy Industrial Uses Prohibited in the REDD Districts

Notwithstanding any provision to the contrary, new heavy industrial uses are prohibited in the REDD districts. Heavy industrial uses that lawfully existed on the effective date of this article are nonconforming uses in the REDD.

Section 2131 Alternate Development Options Retained

This article provides various zoning district options and requirements for properties within the REDD. Nothing herein precludes an owner of an REDD property from requesting that it be rezoned to an alternate zoning district as provided in Article VI or petitioning for approval as a planned development district as provided in Article VII.

Section 2132 Affect of the Design Overlay District Standards

Properties located within the REDD-B and REDD-F1 are subject to the standards and requirements of Article XIII: Design Overlay District for Main Corridors. Properties located within the REDD-F2 and REDD-F3 are subject to the design and appearance standards as specified in the approved floating zone district standards for their respective floating zone.

Section 2133 REDD Districts Subject to Other Requirements of Zoning Ordinance

Except where specifically supplanted by this article or approved district standards applicable to a floating zone, all lands within the REDD are subject to this ordinance's requirements of general applicability affecting uses, lots, structures, parking, and other features.

Sections 2134 through 2139 [RESERVED]

Division 4 Use Standards

Section 2140 Classification of Use in the REDD

2140.1 Referral to Zoning Administrator. All questions concerning the classification of uses within the REDD shall be referred to the Zoning Administrator for an interpretation of this Ordinance. The referral of the use classification question shall be accompanied by a written statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, storage and the amount thereof, anticipated employment, types of products, transportation requirements, and any additional information determined necessary by the Zoning Administrator to classify the proposed use.

2140.2 Decision of the Zoning Administrator. The Zoning Administrator shall consider the nature and described performance of the proposed use and may assign a use classification descriptive of the use from Table 2142 “Schedule of Uses” or assign a use classification as is otherwise specifically provided by this Ordinance.

2140.3 Appeals. Appeals from the determinations of the Zoning Administrator are made to the Board of Zoning Appeals pursuant to Article XV of this Ordinance.

2140.4 Referral of Unlisted Uses. If the Zoning Administrator or the Board of Zoning Appeals, operating under parts (2) and (3) above, determines that a described use does not appear within this Ordinance, the Zoning Administrator or the Board of Zoning Appeals shall transmit a copy of the determination to the Planning Commission. The City Administrator, Planning Commission or City Council may initiate a text amendment to classify the proposed use.

2140.5 Unlisted Uses are Prohibited. Any use which does not appear within this Article shall be determined to be a Use Not Allowed within the REDD-B, REDD-F1, and REDD-F2 districts.

Section 2141 Use Types

Within the REDD-B, REDD-F1, and REDD-F2 districts, a use is either a Use Permitted by Right, a Conditional Use, a Special Exception Use, or a Use Not Allowed.

P

USES PERMITTED BY RIGHT

A “P” in the zoning district column of Table 2142 indicates that a use is permitted in the respective zoning district, subject to compliance with all other applicable regulations of this Ordinance (see Section 2144 for exception).

C

CONDITIONAL USES

A “C” in the zoning district column of Table 2142 indicates that a use is allowed in the respective zoning district only if it complies with use-specific conditions and all other applicable regulations of this Ordinance. A cross-reference to the applicable use-specific conditions can be found in the “Special Conditions” column of Table 2142 (see Section 2144 for exception).

SE

SPECIAL EXCEPTION USES

An “SE” in the zoning district column of Table 2142 indicates that a use is allowed only if reviewed and approved by the Board of Zoning Appeals in accordance with the special exception procedures of this Ordinance. In addition, special exception uses may be subject to compliance with the use-specific conditions and all other applicable regulations of this Ordinance. A cross-reference to the applicable use-specific conditions, if any, can be found in the “Special Conditions” column of Table 2142.



USES NOT ALLOWED

A blank cell in the zoning district column of Table 2142 indicates that a use is not allowed in the respective zoning district, unless said use is otherwise expressly allowed by other provisions within this Ordinance.

Section 2142 Use Table

Uses are allowed within the REDD-B, REDD-F1, and REDD-F2 districts in accordance with Table 2142 “REDD Schedule of Uses”. The REDD-F2’s floating zone may further restrict allowable uses by requiring a higher level of approval procedure but not a lower level approval procedure than is shown in Table 2142. Where uses are further restricted, the floating zone text approved by City Council shall specify those uses which are allowed by right, conditional use, or special exception and provide conditions, if any, requisite to the establishment of each use. A use which does not appear within Table 2142 is an unlisted use and is not permitted within an REDD-F2 floating zone (see also Section 2123.4).

Table 2142 REDD Schedule of Uses				
KEY: P=Permitted by Right C=Conditional Use SE=Special Exception Blank Cell=Use Not Allowed				
USE CLASSIFICATION	DISTRICT			SPECIAL CONDITIONS
	REDD-B	REDD-F1	REDD-F2	
Adult Day Care			P	
Armory	P	P	P	
Assembly Hall, Coliseums, Gymnasiums, and similar uses			P	
Automated Teller Machine (Free-Standing)	C	P	P	Section 418
Bakery	P	P	P	
Bank	P	P	P	
Barber Shop	P	P	P	
Beauty Shop	P	P	P	
Bed and Breakfast			P	
Billiard Parlor			P	
Boat Sales, Service, and Supplies			P	
Bowling Alley			P	
Bus Station			P	
Church and other religious institutions			P	
Club			P	

Courthouse			P	
Day Care Center			P	
Dock, Pier and Wharf	SEP	SEP	P	Section 423
Family Day Care Home			P	
Financial Institutions			P	
Fire Station	P	P	P	
Fraternal Organizations			P	
Greenhouse/Horticulture Nursery	P	P	P	
Group Dwelling			P	
Horse Drawn Carriage		SE	P	Section 407
Hospital			P	
Hotel			P	
Industrial, Light		SE	P	Section 2143.1
Library	P	P	P	
Lodge			P	
Marina (Wet or Dry)			P	
Marine Related Storage			P	
Mini-Day Care Center			P	
Mini-shopping Center	SE	SE	P	
Multi-Family	SE	SE	P	Section 2143.2
Museum	P	P	P	
News Stand	P	P	P	
Office (Business, professional, government)	P	P	P	
Park, Active	SE	SE	P	
Park, Passive	P	P	P	
Parking Lot (principal use)	SE	SE	P	
Police Station	P	P	P	
Post Office			P	
Printing Establishment			P	
Produce Stand and Market	SE	SE	P	
Public Assembly Hall			P	
Publicly Owned and Operated Buildings, Facilities, and Land	P	P	P	
Restaurant (excluding drive-in)	SE	SE	P	
Retail Store, Small	P	P	P	
Retail Store, Medium	P	P	P	
Retail Store, Large	SE	SE	P	Section 2143.3
Schools			P	
Seafood Establishment (wholesale/retail)			P	
Single Family Dwelling			P	
Skating Rink			P	
Substation	SE	SE	P	Section 412
Taxi Stand			P	
Theater (indoor)	SE	SE	P	

Trucking Terminal/Transfer Company			P	
Two-Family Dwelling or Duplex			P	
Uses Located Over Water	P	P	P	
Watchmen/Caretaker Dwelling	P	P	P	
Water Tower	C	C	P	Section 411
Wholesale and warehouse in enclosed building		SE	P	Section 2143.1

Section 2143 Use Conditions

In addition to the district and supplemental requirements imposed on lands and uses by this Ordinance and the required findings for special exceptions in Section 1504, the following conditions shall apply in the REDD districts where a use is allowed as a conditional use or special exception as shown in Table 2142.

2143.1 Light Industry (including wholesale and warehouse uses). Light industry may be permitted in the REDD-F1 provided that:

1. Total building floor area shall not exceed 15,000 square feet;
2. The principal building and any permitted accessory structures shall observe a minimum rear yard setback of one hundred (100) feet and a side yard setback of fifty (50) feet;
3. The principal building and any permitted accessory structure shall not be placed any closer than four hundred (400) feet from Front Street nor placed any closer than two hundred (200) feet from any arterial street. This distance shall be measured in a straight line, without regard to intervening structures or objects, from the nearest portion of the building to the nearest boundary of the Front Street or arterial street's right-of-way;
4. All activities associated with the use shall be contained within an enclosed building. No outdoor processes or storage of materials is permitted;
5. An exterior landscaping buffer, a minimum of thirty (30) feet in width, shall be provide along the rear and side yards; and
6. Vehicular access onto Front Street is prohibited.

2143.2 Multi-Family. Multi-family uses in the REDD-B and REDD-F1 require one thousand (1,000) square feet of open space per unit. An exterior landscaping buffer, a minimum of twenty (20) feet in width, shall be required around the entire development.

2143.3 Retail Store, large. Large retail stores may be permitted in the REDD-B and REDD-F1 provided that:

1. Total building floor area shall not exceed 40,000 square feet;
2. The principal building and any permitted accessory structure shall not be placed any closer than four hundred (400) feet from Front Street. No parking lot(s) and drive(s) associated with the retail store shall be placed closer than two hundred (200) feet from Front Street. This distance shall be measured in a straight line, without regard to intervening structures or objects, from the nearest portion of the building, parking lot, or drive to the nearest boundary of the Front Street right-of-way;
3. Vehicular access onto Front Street is prohibited; and
4. A traffic impact study is required.

Section 2144 Special Exception Required for High Intensity Uses

Notwithstanding the provisions of Section 2142, in the REDD-B and REDD-F1 uses that require new curb cuts or access points onto Front Street or uses that have the potential to generate three hundred (300) or more peak hour trips as determined by the Institute of Transportation Engineer's Trip Generation Manual (latest edition) are special exception uses and require approval by the Board of Zoning Appeals. The board shall require the submission of a traffic impact study and condition the special exception's approval on the implementation of traffic impact mitigation measures.

Sections 2145 through 2149 [RESERVED]

Division 5 Supplemental Standards

Section 2150 Fences and Walls

In the REDD-B and REDD-F1, fences and walls shall not exceed eight (8) feet in height and shall not be placed within any required yard. In cases where a fence or wall is used to conceal or enclose a nonconforming industrial use or a utility use, is required by Sections 510 or 2151 of this Ordinance, or is required by a health or safety code (e.g. construction fencing), the Zoning Administrator may permit the placement of a fence or wall in a required yard provided such placement does not infringe on sight distance at an intersection or driveway. In the REDD-F2 and REDD-F3, the approved floating zone shall establish requirements for the placement of fences and walls.

Section 2151 Screening of Nonconforming Heavy Industrial Uses Required

In addition to the requirements imposed by Section 510, heavy industrial uses in the REDD-B and an REDD-F1 floating zone shall be screened from view from any public street or right-of-way with no less than a six foot high, sight obscuring fence, wall, or hedge, of not less than an eighty percent opacity. Notwithstanding the provisions of Division 7, heavy industrial uses shall conform with the requirements of this section no later than three hundred sixty-five (365) days from the effective date of this Ordinance. Where not in conflict with this section, screening installed after this article's effective date shall conform to the requirements of Article XIII of this Ordinance.

Section 2152 Outdoor Storage and Display

Except where expressly provided in REDD-F2 or REDD-F3 district standards approved by City Council, no merchandise, equipment (excluding licensed vehicles and trailers), machinery, bulk materials for processing or shipment, or recyclable, salvage, or junk materials shall be stored or displayed outside of an enclosed building in the REDD, except as follows:

1. Materials and associated recyclables may be stored outside of an enclosed building when appurtenant to a permitted construction or demolition project;
2. Outdoor storage, of less than twenty (24) total hours in any seven (7) day period and excluding outdoor sales or display, is permitted when incidental to the shipping, receiving, or stocking of a licensed business; or
3. Outdoor storage that lawfully existed on the effective date of this article is a nonconforming feature and is subject to the provisions of Section 2174. The area devoted to outdoor storage may not hereafter be enlarged.

Section 2153 Signs

2153.1 Review, Permitting, and Enforcement. Except where expressly provided otherwise in a REDD-F2 and REDD-F3 floating zone district, signs in the REDD districts are subject to the review, permitting, and enforcement standards contained in Article X and Article XIII of this Ordinance.

2153.2 Permitted Signs in REDD-B and REDD-F1. In addition to signs deemed exempt from the terms of this Ordinance, the following signs are permitted in REDD-B and REDD-F1 districts:

1. Monument freestanding sign: One (1) monument freestanding sign shall be permitted per lot. The maximum gross surface area per sign face shall not exceed sixty (60) square feet and the aggregate gross surface area of the sign shall not exceed one hundred twenty (120) square feet. The freestanding sign shall not exceed eight (8) feet in height and shall not be placed closer than fifteen (15) feet from any property line.
2. Wall signs. Each principal building shall be permitted one (1) wall sign. The maximum gross surface area of the wall sign shall not exceed sixty (60) square feet. In cases where a principal building is located on a corner lot, an additional wall sign is permitted provided that the gross surface area of the sign not exceed thirty (30) square feet.

2153.3 Permitted Signs in the REDD-F2 and REDD-F3. In the REDD-2 and REDD-F3 districts, signs shall be permitted in accordance with the approved floating zone district standards.

Section 2154 Parking and Access Standards

In the REDD-B and REDD-F1 districts, off-street parking shall be provided, constructed, and maintained in accordance with Articles XI and XIII of this Ordinance. In the REDD-2 and REDD-F3 districts, off-street parking shall be provided in accordance with the approved floating zone.

Section 2155 Application of District Standards; Clustering

In the REDD-B and REDD-F1, density, open area, open space, building coverage, impervious coverage, and other standards are applied uniformly to each lot. In the REDD-F2 and REDD-F3, density, open area, open space, building coverage, and impervious coverage are based on the net development area. Cluster development is permitted, if authorized in approved floating zone district standards. Individual lots within these districts may have varying densities and coverages, provided that cumulatively the lots within the district conform to the standards of this Ordinance and the comprehensive plan.

Section 2156 Frontage Requirements in the REDD

Notwithstanding the provisions of Section 501, all lots in the REDD districts shall have frontage on and access to a publically dedicated and accepted or publicly maintained street. The minimum frontage requirement shall be a distance equal to or greater than the minimum lot width requirement for the district in which the lot is located.

Section 2157 Exception for Small Lots in REDD-B and REDD-F1

In the REDD-B and REDD-F1, coverage and setback requirements shall not be applied to limit building coverage to less than 2,500 square feet or limit impervious coverage to less than 5,000 square feet on any lot. The Zoning Administrator is authorized to proportionally reduced setback requirements in accordance with this requirement (see also Section 2173).

Section 2158 Development Bonuses Available in REDD-F2 and REDD-F3

2158.1 Development Bonuses Available for Certain Improvements. The owner of the property may propose a development bonus as part of an application for an REDD-F2 or REDD-F3 floating zone. Bonuses may be granted for:

1. The dedication of active and passive parks for public use;
2. The construction and dedication of pedestrian trails;
3. The construction and dedication of streets as illustrated on the official map or provided in the comprehensive plan; or
4. Affordable housing.

When in conformity with the density provisions of the comprehensive plan, development bonuses may be granted in accordance with Table 2158:

Table 2158 Schedule of Development Bonuses		
Improvement	Development Bonus	Maximum Development Bonus
Parks and Pedestrian Trails: The voluntary construction and dedication of onsite active or passive park area to the city or other entity for perpetual public use. The location of park areas should correspond with the locations and intended purposes as provided in the comprehensive plan.	For every ½ acre of park area, the district may be afforded one additional dwelling units per acre of net development area and an additional 1% in building and impervious surface coverage.	No more than four additional dwelling units per acre and no more than a 4% increase in allowable building and impervious surface coverage for the district.
Waterfront Parks and Pedestrian Trails: The voluntary construction and dedication of onsite, waterfront active or passive park area to the city or other entity for perpetual public use. The location of park areas should correspond with the locations and intended purposes as provided in the comprehensive plan.	For every ½ acre of waterfront park area, the district may be afforded two additional dwelling units per acre of net development area and an additional 1% of building and impervious surface coverage.	No more than eight additional units per acre and no more than a 4% increase in allowable building and impervious surface coverage for the district.
Street Dedication: The construction and dedication of onsite streets (and associated rights-of-way) as illustrated on the official map or as outlined in the comprehensive plan.	For every ½ acre of dedicated street right-of-way, the district may be afforded three additional dwelling units per acre of net development area and an additional 2% of building and impervious surface coverage.	No more than nine additional units per acre and no more than a 6% increase in allowable building and impervious surface coverage for the district.
Affordable Housing: The provision of affordable housing subject to sufficient instruments being provided to guarantee	For every affordable unit provided, one additional market rate unit may be	May not increase density by more than 20% of district standards.

unit affordability for a period of no less than fifteen (15) years.	allowed (for the entire district).	
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2158.2 *Application and Recommendation of Planning Commission.* The application and accompanying proposed district standards shall clearly describe the improvements and the requested development bonus. The Planning Commission in its report on the proposed floating zone to City Council shall make a recommendation on the requested development bonuses including the justifications for granting the request and its consistency with the comprehensive plan.

2158.3 *Approval of Development Bonus.* The City Council may, with the approval of an REDD floating zone, grant the requested development bonus. Where the requested bonus would involve the transfer of real property to the City of Georgetown, the acceptance of property and the corresponding granting of development bonuses is discretionary to the City Council. Improvements which are to be dedicated to the City shall follow the procedures as outlined in the City of Georgetown Development Regulations.

Section 2159 [RESERVED]

Division 6 REDD Architectural and Design Standards

Sections 2160 through 2169 [RESERVED]

DRAFT

Division 7 REDD Nonconformity Standards

Section 2170 General Provisions Governing Nonconformities in REDD Districts

2170.1 Applicability. Notwithstanding the provisions of Section 400, nonconforming uses, structures, lots, and site features within the REDD districts are subject to the requirements of this article.

2170.2 Continuance. Any use, structure, lot, or other property feature that lawfully existed on this article's effective date may continue in accordance with and subject to the limitations imposed by this division.

2170.3 Determination of nonconformity status. The burden of establishing that a use, structure, lot, or site feature is a legal nonconformity, which lawfully existed on the effective date of this article shall, in all cases, be solely upon the property owner.

2170.4 [RESERVED]

2170.5 Incidental Repairs and maintenance. Incidental repairs and normal maintenance of nonconformities shall be permitted unless such repairs are otherwise prohibited by this article. Nothing in this article shall be construed to prevent structures from being structurally strengthened or restored to a safe condition, in accordance with an official order of the building official or his/her designee.

2170.6 Change of tenancy or ownership. The status of a nonconformity is not affected by changes of tenancy, ownership, or management and the provisions of this division shall apply to current and subsequent owners and assigns of properties in the REDD.

Section 2171 Nonconforming Uses

2171.1 Expansion. A nonconforming use shall not be enlarged or expanded unless:

1. Such expansion eliminates or reduces the nonconformity and such expansion or extension conforms to the provisions of this Ordinance; or
2. The expansion is into a part of an existing building or structure that was lawfully and manifestly designed or arranged for such use, provided that no such expansion shall be allowed if it displaces a conforming use defined herein; or
3. Such expansion is an expansion of an existing nonconforming HI (Heavy Industrial) use or is a use accessory to the principal existing nonconforming Heavy Industrial use.

2171.2 Change of use. A nonconforming use may not be changed to any use other than a use allowed in the zoning district in which it is located.

2171.3 Abandonment and loss of nonconforming status. Once a nonconforming use, which lawfully existed on the effective date of this Ordinance, is abandoned, the use's legal nonconforming status shall be lost and the re-establishment of a nonconforming use shall be prohibited. Any subsequent use of the property shall comply with the regulations of the REDD district in which it is located.

The abandonment of a nonconforming use and any related building(s) or structure(s) shall be deemed to have occurred upon any one or more of the following for more than three hundred sixty five (365) consecutive days or more than three hundred sixty five (365) days in any two consecutive years:

1. **Abandonment, as defined in Section 2102.1 of this Ordinance, including but not limited to, the cessation of production or processes for which the nonconforming use was intended, unless cessation is due to an official labor action, including a labor lockout or labor strike; or**
2. The vacating of the premises; or
3. Failure to secure or maintain licenses, permits, or regulatory approvals necessary for operation, **unless such licenses, permits, or regulatory approvals are required because Damage or Destruction, regulated by Sections 2171.4 & 2172.4 below; or**
4. Disconnecting **or discontinuing** utility service, such as water, gas, or electric service, serving the nonconforming use or property; or
5. Removal of buildings, equipment, or fixtures which are necessary for the operation of the nonconforming use; or
6. Any structure containing a nonconforming use that has fallen into disrepair and has been deemed unfit for occupancy by the building official, fire marshal, or other competent authority.

2171.4 Damage or destruction and loss of legal nonconforming status. A nonconforming use that is **unintentionally** damaged or destroyed by **force majeure** ~~any cause~~ **may be restored or re-established to its pre-damaged use, if said use, conforms to the provisions of this Ordinance.** The commencement of the 365 days abandonment clause in Section 2171.3 will go into effect immediately after the event occurs, or upon notification from the city building official that the damaged site can be accessed. The timeline for abandonment will be put on hold once an application for a city demolition or building permit is submitted for said use. **Continued entitlement to the nonconforming use shall be established by the commencement of a continuous process of repair, reconstruction or replacement or in the case of work which cannot commence without first obtaining permits, licenses or approvals required by any governmental authority, then the date of filing of the appropriate applications for the necessary permits, licenses or approvals shall be considered the commencement date** ~~shall not be restored or re-established if the cumulative cost of the repair work (materials and labor) in any five year period is more than fifty (50) percent of its pre-damage appraised value for tax purposes. Determinations of the costs of repair work shall be made by the building official, based on receipts and other evidence indicating actual repair costs. Where damage is fifty (50) percent or less and such repairs are permitted, they shall in no way increase the extent of the nonconformity (pre-damage) and shall otherwise be in full compliance with the regulations of this Ordinance. Authorized repairs shall be completed within twelve (12) months of such damage and shall conform to the requirements of the building code.~~

2171.5 Accessory uses. No use that is accessory to a principal nonconforming use shall continue after the principal use has ceased, unless it complies with the regulations of this Ordinance.

2171.6 [RESERVED] Discontinuance in use. Any period of time during which all or a portion of a property's use is not continued for the purpose of repair, construction, reconstruction, expansion,

modification, or because of an event of Force Majeure, shall not be considered ~~a discontinuance in use for the purposes of establishing~~ abandonment under this Ordinance. The official commencement for abandonment and the discontinuance of a nonconforming use, as stated in Section 2171.3, shall begin upon legal notification by property owner or representative thereof. If the City does not receive notification of abandonment by the nonconforming use, the City shall reserve right of entry to inspect the property of the nonconforming use to confirm abandonment.

2171.7 [RESERVED]

Section 2172 Nonconforming Structures

2172.1 Use. A nonconforming structure may be occupied by any use allowed in the underlying zoning district. When a nonconforming structure contains one or more nonconforming uses, the nonconforming use of the structure is subject to the requirements of Section 2171.

2172.2 [RESERVED]

2172.3 Moving or relocation. A nonconforming structure may be moved in whole or part to another location on the same lot. A nonconforming structure may be moved to another lot provided that the dimensional and use requirements of the lot's underlying zoning district can be met.

2172.4 Damage or destruction ~~and loss of nonconforming status.~~ A nonconforming structure that is ~~unintentionally~~ damaged or destroyed by ~~force majeure~~ any cause may be restored or re-established to its pre-damaged design, if said structure, conforms to the provisions of this Ordinance. The commencement of the 365 days abandonment clause in Section 2171.3 will go into effect immediately after the event occurs, or upon notification from the city building official that the damaged site can be accessed. The timeline for abandonment will be put on hold once an application for a city demolition or building permit is submitted for the damaged structure. Continued entitlement to the nonconforming structure shall be established by the commencement of a continuous process of repair, reconstruction or replacement work, or in the case of work which cannot commence without first obtaining permits, licenses or approvals required by any governmental authority, then the date of filing of the appropriate applications for the necessary permits, licenses or approvals shall be considered the commencement date. Where the building official has determined that damage is fifty (50) percent or more of its pre-damaged appraised value, the structure shall be repaired, reconstructed or replaced using the most recently adopted codes; including but not limited to, building codes, fire codes and floodzone regulations ~~shall not be repaired, rebuilt, or altered if the cumulative cost of the repair work (materials and labor) in any five year period is more than fifty (50) percent of its pre-damage appraised value for tax purposes. Determinations of the costs of repair work shall be made by the building official, based on receipts and other evidence indicating actual repair costs. Where damage is fifty (50) percent or less and such repairs are permitted, they said repairs shall in no way increase the extent of the nonconformity (pre-damage) and shall otherwise be in full compliance with the regulations of this Ordinance. Authorized repairs shall be substantially complete within twelve (12) months of such damage and shall conform to the requirements of the building code.~~

Section 2173 Nonconforming Lots

2173.1 Vacant lots. Nonconforming vacant lots may be occupied by a use allowed by the underlying zoning district, provided that the use shall comply with all applicable setbacks. If the applicable zoning district

permits a variety of uses or a variety of intensities and one or more uses or intensities would comply with setback and other district standards, while others would not, then only the uses or intensities that would comply with the applicable district standards shall be permitted.

2173.2 *Lots with building(s) or structure(s).* If a nonconforming lot contains a building or structure on the date on which this article becomes applicable to it, then the owner may continue the use of that building or structure and may reasonably expand the structure in a way that does not increase the degree of nonconformity. For buildings or structures occupied by a permitted use, an increase in the building size shall not be deemed to increase the degree of nonconformity unless it increases the encroachment on a required yard or, in the case of residential occupancy, increases the number of dwelling units on the nonconforming lot.

Section 2174 Nonconforming Features

Except as may be provided elsewhere in this Ordinance, nonconforming features to include a deficiency in the number of required parking spaces, paving, deficiency in landscaping, required illumination, excessive impervious coverage or similar site appurtenance may continue pursuant to the provisions of this section. Any change of principal use, will thereupon require full compliance with the requirements of this Ordinance.

Sections 2175 through 2179 [RESERVED]

Division 8 REDD Zoning and Floating Zone Approval Process

Section 2180 REDD-B and REDD-F1

Except as provided by Sections 2121.2 and 2122.2, the rezoning of property to the REDD-B and REDD-F1 districts shall follow the amendment provisions of Article XVIII of this chapter.

Section 2181 REDD-F2 and REDD-F3

Designation of a parcel with the REDD-F2 or REDD-F3 floating zone shall follow the procedures as outlined in this article.

2181.1 *Sketch Plan Prepared.* A sketch plan shall be prepared illustrating the boundaries of the proposed areas to be rezoned, the proposed land uses, a proposed lot layout and street configuration, estimated gross densities the generalized location of proposed buildings and improvements, and estimated useable open space.

2181.2 *Sketch Plan Review.* The Zoning Administrator shall submit the sketch plan to the Planning Commission with a recommendation as to whether the proposed design concept is consistent with the comprehensive plan and the requirements of this article. Within sixty (60) days of the receipt of the sketch plan by the Zoning Administrator, the Planning Commission shall either request preparation of detailed district standards consistent with the proposed sketch plan or recommend revisions to the sketch plan.

2181.3 *Content of Proposed Floating Zone.* A proposal to have an REDD-F2 or REDD-F3 floating zone applied to a particular parcel shall be on forms approved by the Planning Commission. As part of the proposal, the applicant shall prepare and submit a detailed REDD development plan and zoning text for the entire proposed district to the Zoning Administrator for consideration by the City Council as provided herein. Floating zone district standards shall contain all relevant information deemed necessary by the Planning Commission and the Zoning Administrator. Relevant information and exhibits shall include but are not limited to the following:

1. REDD Development plan. A development plan shall be submitted that illustrates:
 - (a) The surveyed boundary of the district including approximate interior property lines when future division is permitted;
 - (b) Proposed land uses for each lot or tract within the district;
 - (c) The location of existing and proposed utilities, streets, easements, and other rights-of-way. Where offsite improvements are required, the plan shall illustrate the location and extent of improvements;

- (d) The location(s) and proposed use(s) of existing and planned buildings;
- (e) The location of parking lots, drives, and walkways;
- (f) The location and acreage of passive and active parks and open spaces;
- (g) A delineation of development phases, if applicable, with an estimated timeline for development (REDD-3 only);
- (h) Topographical data including existing and proposed contour elevations, areas of special flood hazard, drainage easements, and storm water detention easements.
- (i) Supplemental exhibits and written narratives that include:
 1. A traffic impact study including a description of traffic impact mitigation measures to be taken,
 2. A lighting plan denoting the types and locations of exterior fixtures and intensity of illumination,
 3. A signage plan,
 4. An analysis of public facility impacts,
 5. A detail of improvements to be constructed and dedicated to public use. This written narrative shall include a cost estimate and specify the intended ownership, use, and maintenance of improvements,
 6. An analysis of any special site conditions that require remediation or mitigation such as floodplains, wetlands, and brownfields,
 7. A listing of all onsite nonconformities and a schedule for their removal,
 8. If applicable, any requested development bonuses, and
 9. A statement of conformity with the city's comprehensive plan, this article, and the official map, and
 10. Any additional information the applicant believes to be pertinent.
- 2. District text. Proposed text that establishes the requirements of the REDD district shall be submitted. At a minimum, the proposed text shall include:
 - (a) The name (prefix) of the REDD district, not duplicating the name of any other REDD district, planned development, or subdivision;
 - (b) A statement of the intent and objectives of the proposed district;
 - (c) A legal description of the district boundaries, including the location and acreage of varying densities, uses, or other areas subject to special requirements;
 - (d) Proposed land uses and dimensional requirements including:
 1. A listing of uses to be allowed within the proposed district the total acreage for each use and their location. This listing may include primary and alternate uses,

2. Proposed maximum and average residential densities for each residential use, not in excess of those allowed by this Ordinance or the City comprehensive plan, if applicable,
3. The maximum proposed floor area ratios, if any, and the maximum building and impervious coverage for each use,
4. The maximum height for each use or for the district as a whole,
5. The minimum setbacks for each use or for the district as a whole,
6. The minimum separation distance, if any, between buildings or uses, and
7. Any other proposed use or dimensional requirements to be enforceable to the district.

(e) Requirements imposed on development within the district including, but not limited to: landscaping and streetscapes, signage, parking, pedestrian amenities, lighting, architectural, and/or orientation standards;

(f) A provision which establishes for the possible reversion of property if construction does not occur within a specified-time period; and

(g) A provision which enumerates, other than district requirements, the specific requirements of this chapter which are not applicable to or that are amended upon approval of applicable district standards.

Complete forms and required exhibits, together with an application fee to cover administrative costs, shall be filed with the Zoning Administrator. Any communication purporting to be an application for an amendment shall be regarded mere notice to seek relief until it is made in the form required.

2181.4 Planning Commission Review; Hearing; Recommendation. The Zoning Administrator shall promptly transmit all complete applications to have a floating zone applied to a particular parcel to the Planning Commission. The Planning Commission shall conduct a public hearing on the proposed REDD district floating zone following the notification and hearing procedures for text and map amendments as specified in Section 1802.3 of this Ordinance. At the hearing, any party may appear in person, or by agent, or by attorney. The Planning Commission shall have thirty days following the public hearing within which to submit its recommendation and report to the City Council. The report submitted to the City Council shall contain a summary of all significant issues or concerns presented at the public hearing. Criteria to be considered by the Planning Commission in making a recommendation include, but are not limited to, the following:

1. Whether or not the proposed district complies with the standards and intent of this article;
2. Whether or not the proposed district is consistent with the comprehensive plan, official map, and adopted land use standards (including the zoning ordinance and land development regulations);

3. Whether or not the city or other agencies will be able to provide necessary public services, facilities, and programs to serve the district at the time the property is developed; and
4. When applicable, whether the development bonus(es) requested are in agreement with this article and any applicable policies or density provisions set forth in the comprehensive plan.

If the Planning Commission fails to submit a recommendation within the thirty day period, it shall be deemed to have recommended approval of the requested district.

2181.5 Action by the City Council. The Planning Commission shall promptly transmit its recommendation to the City Council for legislative action. For each district request, the City Council shall consider the recommendation of the Planning Commission; however, the City Council is not bound by the recommendation in making its final decision. The creation of the REDD district must be adopted as an ordinance in accordance with South Carolina law and the requirements of the Zoning Ordinance.

Section 2182 Reversion

Notwithstanding the provisions of Section 1803, the Planning Commission shall within two years of a rezoning, and periodically thereafter, review the assignment of an REDD-B or REDD-F1 districts to determine its continued appropriateness under the terms of the comprehensive plan. If warranted, the Planning Commission may initiate proceedings to reclassify the property.

In the REDD-F2 and REDD-F3, the timeline for development (including phased development in the REDD-F3) and process for evaluation and reversion are to be specified in the approved floating zone; however, nothing therein shall limit the authority of the City Council to amend the official zoning map or text as provided Title 6, Chapter 29 of the South Carolina Code of Laws or abridge the vesting of rights as provided in the City of Georgetown Development Regulations.

Section 2183 REDD Districts Subject to Land Development Regulations

When an REDD district provides for the dedication of land for rights-of-way, parks, or other public spaces; requires the division of property into two or more lots; requires easements; or necessitates the installation of other public improvements, zoning permits for property within the district shall not be issued until such time as a final plat has been approved by the Planning Commission in accordance with the Georgetown Land Development Regulations. The Planning Commission shall require the posting of a surety instrument to guarantee the installation and/or dedication of required improvements including traffic impact mitigation measures and any legal instruments necessary to accomplish public dedication.

All plats approved under the terms of this section shall be recorded in the Office of the Register of Deeds of Georgetown County.

Section 2184 Permitting

Following the adoption by the City Council of an REDD district and an applicant's compliance with this Ordinance, permits may be issued by the Zoning Administrator to allow construction. All permitting shall conform to the application and site plan review procedures as specified in Article XV of this chapter.

Section 2185 REDD-F2 and REDD-F3 Floating Zone Amendments

2185.1 Minor Amendments. Minor changes in an REDD floating zone's district standards may be approved by the Zoning Administrator provided that such changes:

1. Do not increase the density of the district;
2. Do not change the exterior boundaries of the district or alter the permitted height of structures,
3. Do not increase the intensity of land use;
4. Do not increase the number of lots (where subdivision has been approved);
5. Do not materially change the location or amount of land devoted to a specific land use;
6. Do not alter or conflict with the district's zoning text; and,
7. May include, but not be limited to the minor shifting of buildings, proposed streets, public or private ways, utility easements, parks or other public open spaces, or other features of the plan. Minor shifting of buildings does not include encroaching into any required setback.

All minor changes approved by the Zoning Administrator and all amended plans or plats shall be recorded in the Office of the Clerk of Court of Georgetown County.

2185.2 Major Amendments. Major changes in an approved REDD floating zone's district standards shall be considered an amendment to the original ordinance and shall require a public hearing, review and recommendation by the Planning Commission, and approval by City Council as required by South Carolina law and the City Zoning Ordinance. Major changes may include, but are not limited to, the following:

- (1) Increases in density, within any limitations described in this Ordinance or the City comprehensive plan,
- (2) Changes in the exterior boundary lines of the REDD floating zone district or alterations in the district's lot size, density, or dimensional requirements;
- (4) Changes in the location or amount of land devoted to specific land uses;
- (5) The creation of any new lot; or
- (6) Any change that requires the zoning text of the floating zone district to be altered.

A major change(s) to an REDD floating zone district shall be approved or denied pursuant the procedures established in Section 2181.

Sections 2186 through 2199 [RESERVED]

Editor's Notes: (Art. XXI added; Ord. of 12-17-17, effective 1-1-19) (amended 1-16-20)

Amendments to Sections 514, 1301, and 1504

Section 514 One Principal Use on a Lot

Only one principal use may be permitted on a parcel with the exception of the Planned Developments as defined in Section 713 and the REDD-F2 and REDD-F3 as provided in Article XXI. Parcels that have existing buildings prior to the adoption of this ordinance may continue uses of the building. If the existing use ceases to operate, a new use will not be permitted. If the uses ceases for a period of 90 days, the use will no longer be considered existing and will not be eligible for a permit to reopen. A property owner may subdivide the property if all the requirements established in Article VIII of the Zoning Ordinance can be met.

Section 1301 Delineation of District Boundaries

The boundaries of the Design Overlay District shall include all parcels partially or completely within the outlined Design Overlay District boundaries as illustrated on the Official Zoning Map and the map attached as approved by the Mayor and City Council and includes the following zoning districts within the district. (All properties annexed into the City of Georgetown after the adoption of said guidelines, partially or completely contiguous with Church Street, Highmarket Street, Fraser Street, access roads parallel to these said streets where visible from the main road, and or any street designated to be within the adopted Overlay district shall be required to comply with the adopted guidelines as set forth):

General Commercial (GC)
 Intermediate Commercial (IC)
 Planned Development District(s) (PD)
 Conservation Preservation (CP)
 High Density Residential (R-4)
 Heavy Industrial (HI)
 Low Density Residential (R-1)
 Public Service District (PS)
 Base Redevelopment District (REDD-B)
 Redevelopment District Floating Zone 1 (REDD-F1)

Specific zoning-related standards are established within the zoning ordinance and must be met prior to beginning development or redevelopment activities of the overlay zone. In addition to the

requirements set forth in the Design Overlay Corridor District, all commercial, industrial, or Office development in the Design Overlay District shall meet all applicable zoning requirements set forth in the underlying zoning district.

Noncontributing commercial buildings located in the Designs Overlay District that are also located in the Historic District shall be exempt from ARB review.

Section 1504 Powers

The Board of Zoning Appeals shall have the following powers:

1504.1 To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the Zoning Ordinance;

1504.2 To hear and decide appeals for variances from the requirements of the Zoning Ordinance when strict application of the provisions of the Ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the Board make and explains in writing the following findings:

- 1504.201 There are extraordinary and exceptional conditions pertaining to the particular piece of property,
- 1504.202 These conditions do not generally apply to other property in the vicinity,
- 1504.203 Because of these conditions, the application of the Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property,
- 1504.204 The authorization of the variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance, and
- 1504.205 The Board may not grant a variance the effect of which would be to extend physically a nonconforming use of land, or to change the zoning district boundaries shown on the Official Zoning Map. The fact that property may be utilized more profitably, should a variance be granted may not be considered grounds for a variance;

1504.3 To authorize the permitting of special exceptions subject to the terms and conditions for such uses as set forth by this Ordinance. The Board of Zoning Appeals may approve, approve with conditions, or deny a request for a special exception permit. Special exception permits may be approved only if the board finds that the proposed use:

- 1504.301** Is in fact a use specifically listed as a special exception for the zoning district in which the use is intended,

1504.302 Is consistent with the recommendations contained in the City of Georgetown Comprehensive Plan and the character of the underlying zoning district as indicated in the zoning district's intent,

1504.303 Is compatible with existing uses in the vicinity and will not adversely affect the general welfare or character of the immediate community,

1504.304 Adequate provision is made for such items as setbacks, buffering, and screening (including fences and/or landscaping) to protect adjacent properties from the possible adverse influence of the proposed use such as noise, vibration, dust, glare, odor, traffic conditions, and similar factors,

1504.305 When applicable, will be developed in a way that will preserve and incorporate important natural features,

1504.306 Complies with all applicable rules, regulations, laws, and the standards of this chapter, and

1504.307 Will not hinder or endanger vehicular traffic or pedestrian movements on adjacent streets.

In granting a special exception permit, the board may attach to it such conditions regarding the location, character, or other features of the proposed structure or use as the board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare; and

1504.4 To remand a matter to the Zoning Administrator, upon motion by a party or the board's own motion, if the board determines that the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time certain within sixty days unless otherwise agreed by the parties. The board must maintain a list of persons who expressed an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing.

1504.5 In exercising the above powers, the Board of Zoning Appeals may, in conformity with the provisions of this Ordinance, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination of the Zoning Administrator and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in the execution of the duties for which appointed, may subpoena witnesses and in case of contempt may certify such fact to the circuit court having jurisdiction. All final decisions and orders of the Board must be permanently filed in the office of the Board as a public record. All findings of fact and conclusions of law must be delivered to the parties of interest by certified mail.

Editor's Notes: (Art. XXI added; Ord. of 12-17-17, effective 1-1-19)



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

ORDINANCE

DOC ID: 2920 A

Council Meeting Date:	16 January 2020
Department:	Housing and Community Development
Issue Under Consideration:	Motion to approve an Ordinance authorizing an Incentive Agreement between Beverly Homes and the City of Georgetown relating to the Development of Harbor Club Planned Development
Amount Requested:	\$38,100
Is Item in Current Budget?	No
If no, please explain:	The incentives that Council voted for on the November 21 st Special Meeting are reimbursable at the end of the project. They can be budgeted for next fiscal year.
Financial Impact:	N/A
Points to Consider:	• The Economic Incentive Ordinance (Dec. 15, 2016) states that incentives shall be done by resolution or ordinance. • Beverly Homes applied for Economic Incentives, via the City's Economic Incentive Ordinance, for the Harbor Club development in Maryville on the end of South Bay Street. • They drafted an economic incentives agreement which includes two incentives: 50% of permit fees and 50% of gross development business license fees. • They have purchased 60 lots to build single-family homes, which they have already started on 4, and have option to purchase 32 more lots in phase two. • The project is in a designated Economic Opportunity Zone. • Beverly Homes estimates that they will be investing \$10.2 million (Phase 1) and \$5.44 million (Phase 2) into our economy. • Current value of taxable property is about \$2,760,000, and when project is complete the value

	will be about \$20,700,000.
Options:	Approve or deny the ordinance for an Economic Incentive Agreement with Beverly Homes.
Staff Recommendations:	Staff recommends approving the ordinance to coincide with Council's approval by a vote of 4-2 at the November 21 st Special Meeting.

Reviews:

Angela Rambeau Completed 12/10/2019 2:30 PM

City Attorney Completed 12/10/2019 3:26 PM

Sandra E. Yudice Ph.D. Completed 12/11/2019 4:58 PM

Stephanie Buccione Completed 12/11/2019 5:26 PM

Georgetown City Council Completed 12/19/2019 5:30 PM

Attachments:

1. a Ordinance authorizing Econ Incentive Agreement Harbor Club (PDF)
2. b Economic Incentive Agreement - Harbor Club 11.21.19 (PDF)

**MOTION TO APPROVE AN ORDINANCE AUTHORIZING AN INCENTIVE AGREEMENT
BETWEEN BEVERLY HOMES AND THE CITY OF GEORGETOWN RELATING TO THE
DEVELOPMENT OF HARBOR CLUB PLANNED DEVELOPMENT**

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown as follows:

By this Ordinance, the City Council of the City of Georgetown hereby ratifies the previous votes of City Council, by authorization and Resolution, authorizing the City Administrator to execute the Economic Incentives Agreement (Exhibit A) with Beverly Homes for the delivery of certain public incentives for development of the Project

I. The Council hereby finds that:

(1) the Project is anticipated to benefit the general public welfare of the City by providing services, employment, recreation, housing, or other public benefits not otherwise adequately provided locally;

(2) the development of this area of the city is a significant priority and public purpose;

(3) the purposes to be accomplished by the Project are proper governmental and public purposes;

(4) the inducement of the location of the Project within City is of paramount importance and the benefits of the Project to the public are greater than the cost; and

(5) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the City, and all other criteria prescribed by law.

II. (a) The City reaffirms the criteria set forth by the South Carolina Supreme Court in the *Nichols* Test. B. While recognizing that the provision of incentives to private developers has some benefit to the private developers, the primary purpose of the incentives described herein is to benefit the citizens of the City by encouraging redevelopment, thereby bringing about (i) demonstrable positive direct economic impact upon the City (through the imposition of new taxes and fees), and (ii) indirect economic impact upon the City by attracting additional businesses, investment, and patronage, and through enhancing quality of life and enjoyment. The City has therefore applied the *Nichols* Test to the Project and has determined that points 1 and 2 are satisfied.

(b) The Project involves risk from the developer, however it carries with it the assurance that certain lots have closed and Beverly Homes has proven its ability as a successful property developer. In addition, with respect to points 3 and 4 of the *Nichols* test, the city has determined the public benefit is less speculative than not and the financial support is in the form of reimbursement of a portion of permit fees paid.

III. The form, terms, and provisions of the Incentive Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Incentive Agreement were set out in this Ordinance in its entirety. The City Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Incentive Agreement in the name of and on behalf of the City, and thereupon to cause the Incentive Agreement to be delivered to the developer. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the City and as shall be approved by the officials of the City executing the same, upon the advice of Counsel to the City, such official's execution thereof to

constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

All resolutions, ordinances, or parts thereof inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by the Council.

BE IT ORDAINED by the City Council of the City of Georgetown in meeting duly assembled this ____ day of _____, 2019.

ATTEST:

CITY OF GEORGETOWN
a Municipal Corporation

Stephanie Buccione
City Clerk

Brendon M. Barber, Sr.
Mayor

APPROVED AS TO FORM:

Elise F. Crosby
City Attorney

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

between

THE CITY OF GEORGETOWN, SOUTH CAROLINA

and

HARBOR CLUB BUILDERS, LLC,
a South Carolina limited liability company

Dated as of _____, 2019

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (this “Agreement”) dated as of _____, 2019, between THE CITY OF GEORGETOWN, SOUTH CAROLINA (the “City”), a body politic and corporate and a political subdivision of the State of South Carolina, and HARBOR CLUB BUILDERS, LLC, a South Carolina limited liability company organized and existing under the laws of the State of South Carolina, acting for itself, one or more affiliates or other project sponsors (the “Company”);

W I T N E S S E T H:

WHEREAS, the City has determined it is in the best interest of the City to enter into this Agreement with the Company, subject to the terms and conditions set forth herein and, by Ordinance enacted on _____, 2019 (the “Ordinance”), Council approved the form, terms and conditions of this Agreement; and

WHEREAS, The City has, through its Ordinances, Chapter 17, Article IV, Sections 17-30, 17-31, 17-33, 17-34, 17-35 and 17-36 of the City of Georgetown, provided for a system of incentives for development with the City; and

WHEREAS, the City is desirous of providing incentives to the Company as set forth herein.

NOW, THEREFORE, in consideration of the premises; the potential investment and jobs to be created, or caused to be created, by the Company which contributes to the tax base and the economic welfare of the City; the respective representations, benefits and agreements hereinafter contained; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

“*Agreement*” shall mean this Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*City*” shall mean City of Georgetown, South Carolina, a body politic and corporate and

a political subdivision of the State, and its successors and assigns.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“*Company*” shall mean Harbor Club Builders, LLC a South Carolina limited liability company, and any transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 3.04** hereof or any other assignee hereunder which is designated by the Company and approved by the City.

“*Council*” shall mean the governing body of the City and its successors.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 6.01** hereof.

“*Land*” shall mean the land upon which the Project is or will be located, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean: (i) the Land and all homes, buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property heretofore or hereafter acquired by or on behalf of the Company for use on or about the Land; and (iii) any replacement property; provided, however, except as to replacement property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service in the City within the Investment Period.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, as the case may be, *i.e.*, with respect to the Company, the period ending on December 31 of each year.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

END OF ARTICLE I

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by City. The City represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company organized and existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31, and the Company will notify the City of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate, or cause operation of, the Project as single-family residential development.

(c) The agreement with the City were primary factors in inducing the Company to locate the Project within the City and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

END OF ARTICLE II

ARTICLE III

COVENANTS OF COMPANY

Section 3.01. Minimum Contractual Investment Requirement. The Company agrees that it will comply with, or cause compliance with, the Minimum Contractual Investment Requirement, consistent with Art. IV, §17 of the City of Georgetown Code of Ordinances, in the amount of a minimum of \$1,500,000.00 and to provide proof of same to the City upon request.

Section 3.02. Investment in Project.

(a) The Company shall retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company shall

have full right to sell, lease, mortgage or encumber the Project, including, without limitation, in connection with any financing transactions, in its sole discretion.

(b) The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company, as the case may be, in its discretion deems useful or desirable.

Section 3.03. Use of Project for Lawful Activities. During the Term of this Agreement, in consideration for economic incentives offered by the City, the Company shall use the Project as it deems fit for any lawful purpose consistent with this Agreement, the Master Plan, the City of Georgetown 2011 Comprehensive Plan, the public purpose doctrine, and the approved zoning for the property. The Company acknowledges economic incentives as agreed upon herein are only available for the project consistent with Art. IV, §17 of the City of Georgetown Code of Ordinances and this Agreement.

Section 3.04. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer the City hereby consents, unless the City shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the City as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event of Default,

and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor business entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power

of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

3.05 The Project

The “Project” will initially consist of 60 lots and the single-family residential homes to be constructed on said lots located within the Harbor Club at Winyah Bay (“Harbor Club”) subdivision in the City of Georgetown, said development being more fully described on Exhibit A attached hereto. The Company is currently under contract to purchase an additional 30 lots in Harbor Club. Additionally, the Company shall have the right to add additional lots located within Harbor Club and to receive the same incentives as set forth hereinbelow with regard to any lot owned by the Company within Harbor Club if the Company meets the requirements for the economic incentives contained herein.

The Company further covenants the total value of the Project (which is estimated to consist of up to 92 single family residential homes) once completed will be approximately \$20,700,000.00. The Company, or its successors or assigns, will employ a full-time sales agent(s), a construction superintendent, a neighborhood specialist as well as numerous sub-contractors during the construction of the Project.

END OF ARTICLE III

ARTICLE IV

COVENANTS OF THE CITY – ECONOMIC INCENTIVES

Section 4.01. City-Provided In-Kind Infrastructure. The City, at City’s expense, will install the power needed to provide electricity to homes to be built in the Project and to the common area amenities, and common areas located within the Project.

Section 4.02. City Incentives. Upon compliance by Company with this Agreement, the City agrees to refund to the Company upon the issuance of each Certificate of Occupancy for a house constructed on a lot within the Project, the following:

- (1) Fifty (50%) percent of the building permit fees collected by the City for the house following issuance of the Certificate of Occupancy for said house;
- (2) Fifty (50%) percent of the total gross development business license fees collected by the City at the time of the permit issuance.

END OF ARTICLE IV

ARTICLE V TERM; TERMINATION

Section 5.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date upon which the City approved this Agreement, and ending at midnight on December 31, 2030.

Section 5.02 Termination. The City and the Company may mutually agree to terminate this Agreement at any time, or the Company, may, at its sole option, terminate this Agreement at any time with respect to all, or a portion of, the Project.

END OF ARTICLE V

ARTICLE IVI EVENTS OF DEFAULT AND REMEDIES

Section 6.01 Events of Default. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company (the “Defaulting Entity”) but only with respect to such Defaulting Entity’s rights, duties, and obligations contained herein:

(a) If default shall be made in the due performance of or compliance with any of the terms hereof and such default shall continue for ninety (90) days after the City shall have given the Defaulting Entity written notice of such default; provided, the City may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested in good faith the occurrence of such default.

Failure to meet any investment requirement or job creation requirement set forth hereinabove maybe deemed to be an Event of Default under this Agreement.

Section 6.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the City may exercise any of the following remedies only as to the Defaulting Entity:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

Section 6.03. Default by City. Upon the default of the City in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance. Any such action at law or equity shall be brought in South Carolina, subject to South Carolina law.

END OF ARTICLE VI

ARTICLE VII

MISCELLANEOUS

Section 7.01. Rights and Remedies Cumulative. Each right, power, and remedy of the City or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the City or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City or by the Company of any or all such other rights, powers, or remedies.

Section 7.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder. Except as otherwise set forth herein, with the prior written consent of the City, the Company may assign this Agreement in whole or in part.

Section 7.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the City or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the City:

City of Georgetown
Attn.: City Administrator
1134 North Fraser Street
Post Office Box 939 (29442)
Georgetown, South Carolina 29440
Phone: (843) 545-4001
Fax: (843) 527-6173

(b) with a copy (which shall not constitute notice) to:

City of Georgetown
Attn: City Attorney

1134 North Fraser Street
 Post Office Box 939 (29442)
 Georgetown, South Carolina 29440
 Phone: (843) 545-4001
 Fax: (843) 546-0747

(c) As to the Company:

Harbor Club Builders, LLC
 9007 Hwy 544
 Myrtle Beach, SC 29588
 Attention: Forrest Beverly

(d) with a copy (which shall not constitute notice) to:

Robin Ciaccio
 Phone Number: 843-448-2380
 Address: 306 Main Street, Conway, SC 29526
 Email: robin@lcfirm.com

Section 7.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of this State. To the extent of any conflict between the provisions of this Agreement and the Inducement Resolution, the provisions of this Agreement controls.

Section 7.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.06 Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 7.07 Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 7.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 7.09 Amendments. This Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties.

Section 7.10 Waiver. Any party may waive compliance by any other party with any term or condition of this Agreement only in a writing signed by the waiving party. To the extent additional proceedings are required by law, the City agrees to undertake all such additional proceedings as may be reasonably required or appropriate to effectuate the intent of this Agreement.

END OF ARTICLE VII

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the date first written above.

CITY OF GEORGETOWN, SOUTH CAROLINA

By: _____
Mayor, City Council [SEAL]

Attest:

By: _____
City of Georgetown, South Carolina

Harbor Club Villas, LLC

By: _____
Name: Forrest Beverly
Title: Member

EXHIBIT A
LAND DESCRIPTION

All that certain pieces, parcels or lots of land situate, lying and being in the City of Georgetown, State of South Carolina, consisting of lots 1-161 on the plat entitled “Final Bonded Subdivision Plat Showing The Plantation @ Winyah Bay, 79.866 Acres, Prepared For Landquest, Located in the City of Georgetown, Georgetown County, SC” prepared by Trico Engineering Consultants, Inc., dated June 27, 2007, and recorded July 18, 2007 in Plat Slide 647 at Page 1 in the in the Office of the Register of Deeds for Georgetown County.



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

ORDINANCE

DOC ID: 2921 A

Council Meeting Date:	16 January 2020
Department:	Housing and Community Development
Issue Under Consideration:	Motion to approve an Ordinance authorizing an Incentive Agreement between Bowtie, LLC and the City of Georgetown relating to the Development of the Richmond Place Planned Development
Amount Requested:	Approximately \$47,321
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• This is the ordinance to approve the Incentive Agreement for the Bowtie, LLC Richmond Place Apartment Complex. • This is a new 128-unit apartment complex going behind the Post Office. • City Economic Incentive Ordinance states that an Incentive Agreement shall be done by ordinance. So we are correcting this since we only did this incentive agreement by Resolution several months ago. • Nothing has changed with this Incentive Agreement, just need to adopt it by ordinance.
Options:	Approve or deny ordinance.
Staff Recommendations:	Staff recommends approving ordinance for the Incentive Agreement for Bowtie, LLC for the Richmond Place apartments.

Reviews:

Angela Rambeau Completed 12/10/2019 2:31 PM

City Attorney Completed 12/10/2019 3:25 PM

Sandra E. Yudice Ph.D. Completed 12/10/2019 4:05 PM

Stephanie Buccione Completed 12/10/2019 5:07 PM

Georgetown City Council Completed 12/19/2019 5:30 PM

Attachments:

1. a Ordinance authorizing Econ Incentive Agreement Bowtie (PDF)
2. b Incentive Agreement Bowtie (PDF)
3. c Water Line Exhibit B (PDF)

**MOTION TO APPROVE AN ORDINANCE AUTHORIZING AN INCENTIVE AGREEMENT
BETWEEN BOWTIE, LLC AND THE CITY OF GEORGETOWN RELATING TO THE
DEVELOPMENT OF THE RICHMOND PLACE PLANNED DEVELOPMENT**

STATE OF SOUTH CAROLINA)
)
 CITY OF GEORGETOWN)

**ORDINANCE AUTHORIZING AN INCENTIVE AGREEMENT BETWEEN
 BOWTIE, LLC AND THE CITY OF GEORGETOWN RELATING TO THE
 DEVELOPMENT OF THE RICHMOND PLACE PLANNED DEVELOPMENT**

WHEREAS, the City of Georgetown is a municipal corporation organized under the laws of the State of South Carolina and possesses all general powers granted by the Constitution and statutes to such public entities; and

WHEREAS, the City originated its Economic Development Incentives program by ordinance on December 15, 2016, amended September 20, 2018; and

WHEREAS, the City Council acknowledged the value of increasing property values and revenue through new construction and the creation of employment opportunities, and incentivizing development consistent with the Comprehensive Plan; and

WHEREAS, a developer, Bowtie, LLC, applied for Economic Development Incentives through the City of Georgetown's established application procedure for certain financial incentives to support development of a residential subdivision of 128 apartments to be located on the parcel known as "Richmond Place" Planned Development at the end of Charlotte Street, which is located in a designated Economic Opportunity Zone ("the Project"); and

WHEREAS, the application for incentives by Bowtie, LLC was presented to the City Council September 12, 2019, and the City Council voted to enter into an Economic Development Incentives Agreement with Bowtie, LLC; and

WHEREAS, the City Council is duly empowered to expend public funds for public purposes and adopted a Resolution of Public Purpose for Economic Incentives for the Project, making findings consistent with *Nichols* test and the public purpose doctrine, and directing the City Administrator to work toward finalization and execution of the Incentive Agreement, upon ordinance ratifying same; and

WHEREAS, the final incentive offer shall be authorized by ordinance (§17-34(b) City of Georgetown Code of Ordinances); and

WHEREAS, the City desires to enter into an incentive agreement ("the Incentive Agreement") with Bowtie, LLC whereby, in exchange for Bowtie's construction of an apartment complex with a minimum value of approximately \$__15,000,000__, within __3__ years in the Richmond Place Planned Development subdivision, the City will: __run a water line from Pyatt Street to the end of the Company water line per Exhibit B within 12 months of agreement, install a sidewalk extension from Project boundary to North Fraser Street on Charlotte Street, reimburse 50% of the building permit fees & 50% of the total gross development business license fees. ____

WHEREAS, the Economic Incentive Agreement, which is before this meeting as Exhibit A hereto, is in appropriate form and is an appropriate instrument to be executed and delivered by the City for the purposes intended and previously approved.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown as follows:

By this Ordinance, the City Council of the City of Georgetown hereby ratifies the previous votes of City Council, by authorization and Resolution, authorizing the City Administrator to execute the Economic Incentives Agreement (Exhibit A) with Bowtie, LLC for the delivery of certain public incentives for development of the Project

I. The Council hereby finds that:

(1) the Project is anticipated to benefit the general public welfare of the City by providing services, employment, recreation, housing, or other public benefits not otherwise adequately provided locally;

(2) the development of this area of the city is a significant priority and public purpose;

(3) the purposes to be accomplished by the Project are proper governmental and public purposes;

(4) the inducement of the location of the Project within City is of paramount importance and the benefits of the Project to the public are greater than the cost; and

(5) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the City, and all other criteria prescribed by law.

II. (a) The City reaffirms the criteria set forth by the South Carolina Supreme Court in the *Nichols* Test. B. While recognizing that the provision of incentives to private developers has some benefit to the private developers, the primary purpose of the incentives described herein is to benefit the citizens of the City by encouraging redevelopment, thereby bringing about (i) demonstrable positive direct economic impact upon the City (through the imposition of new taxes and fees), and (ii) indirect economic impact upon the City by attracting additional businesses, investment, and patronage, and through enhancing quality of life and enjoyment. The City has therefore applied the *Nichols* Test to the Project and has determined that points 1 and 2 are satisfied.

(b) The Project involves risk from the developer, however it carries with it the assurance that certain property has closed and Bowtie, LLC has proven its ability as a successful property developer. In addition, with respect to points 3 and 4 of the *Nichols* test, the city has determined the public benefit is less speculative than not and the financial support is in the form of reimbursement of a portion of permit fees paid.

III. The form, terms, and provisions of the Incentive Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Incentive Agreement were set out in this Ordinance in its entirety. The City Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Incentive Agreement in the name of and on behalf of the City, and thereupon to cause the Incentive Agreement to be delivered to the developer. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially

adverse to the City and as shall be approved by the officials of the City executing the same, upon the advice of Counsel to the City, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

All resolutions, ordinances, or parts thereof inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by the Council.

BE IT ORDAINED by the City Council of the City of Georgetown in meeting duly assembled this ____ day of _____, 2019.

ATTEST:

CITY OF GEORGETOWN
a Municipal Corporation

Stephanie Buccione
City Clerk

Brendon M. Barber, Sr.
Mayor

APPROVED AS TO FORM:

Elise F. Crosby
City Attorney

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

between

THE CITY OF GEORGETOWN, SOUTH CAROLINA

and

BOWTIE PROPERTIES, LLC,
a North Carolina limited liability company

Attachment: Incentive Agreement Bowtie (2021 : Ordinance for Economic Incentives for Bowtie Richmond Place Apts)

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INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (this “Agreement” dated as of the latter of the dates of execution appearing hereinbelow, 2019, between THE CITY OF GEORGETOWN, SOUTH CAROLINA (the “City”), a body politic and corporate and a political subdivision of the State of South Carolina, and BOWTIE PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State of North Carolina, acting for itself, one or more affiliates or other project sponsors (the “Company”);

WITNESSETH:

WHEREAS, the City has determined it is in the best interest of the City to enter into this Agreement with the Company, subject to the terms and conditions set forth herein and, by Ordinance enacted on May 16, 2019 (the “Ordinance”), Council approved the form, terms and conditions of this Agreement; and

WHEREAS, The City has, through its Ordinances, Chapter 17, Article IV, Sections 17-30, 17-31, 17-33, 17-34, 17-35 and 17-36 of the City of Georgetown, provided for a system of incentives for development with the City; and

WHEREAS, the City is desirous of providing incentives to the Company as set forth herein.

NOW, THEREFORE, in consideration of the premises; the potential investment and jobs to be created, or caused to be created, by the Company which contributes to the tax base and the economic welfare of the City; the respective representations, benefits and agreements hereinafter contained; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the City in the fulfillment of its obligations under this Agreement and in the implementation and administration of its terms and provisions, including reasonable attorneys’ fees, but excluding any expenses incurred by the City in defending suits brought by the Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; provided that the City shall have furnished to the Company an itemized statement of all expenses incurred. Nothing herein shall be construed as prohibiting the City from engaging the counsel of its choice for matters deemed necessary and prudent by the City.

“Affiliate” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

“Agreement” shall mean this Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“City” shall mean City of Georgetown, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“Company” shall mean BOWTIE PROPERTIES, LLC, a North Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee hereunder which is designated by the Company and approved by the City.

“Council” shall mean the governing body of the City and its successors.

“Deficiency Payment” shall have the meaning specified in **Section 5.01(e)** hereof.

“Department of Revenue” shall mean the South Carolina Department of Revenue and any successor entity thereto.

“Event of Default” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“Infrastructure Costs” shall mean the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project, and the improved and unimproved real property, buildings, and structural components of buildings (as described in Section 4-29-68(A)(2)(i)(a) and (b) of the Code), used in the operation of the Project and described in Section 4-29-68(A)(2)(i); provided however, that Infrastructure Costs shall not include the costs of personal property, including machinery and equipment.

“Land” shall mean the land upon which the Project is or will be located, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property heretofore or hereafter acquired by or on behalf of the Company for use on or about the Land; and (iii) any Replacement Property; provided, however,

except as to Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service in the City within the Investment Period.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of the Company, as the case may be, *i.e.*, with respect to the Company, the period ending on December 31 of each year.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

END OF ARTICLE I

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by City. The City represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company organized and existing and in good standing under the laws of the State of North Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company’s fiscal year end is December 31, and the Company will notify the City of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate, or cause operation of, the Project as multi-family residential housing units.

(c) The agreement with the City were primary factors in inducing the Company to locate the Project within the City and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could

materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

END OF ARTICLE II

ARTICLE III

COVENANTS OF COMPANY

Section 3.01. Minimum Contractual Investment Requirement. The Company agrees that it will comply with, or cause compliance with, the Minimum Contractual Investment Requirement, consistent with Art. IV, §17 of the City of Georgetown Code of Ordinances, in the amount of a minimum of \$1,500,000.00 and to provide proof of same to the City upon request.

15,000,000. *[Signature]*
Section 3.02. Investment in Project.

(a) The Company shall retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company shall have full right to lease, mortgage or encumber the Project, including, without limitation, in connection with any financing transactions, in its sole discretion.

(b) The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company, as the case may be, in its discretion deems useful or desirable.

(ii) In any instance when the Company in its discretion determines any items included in the Project, and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company as the case may be, may remove such property or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the City.

Section 3.03. Use of Project for Lawful Activities. During the Term of this Agreement, in consideration for economic incentives offered by the City, the Company shall use the Project as it deems fit for any lawful purpose consistent with this Agreement, the Master Plan, the City of Georgetown 2011 Comprehensive Plan, the public purpose doctrine, and the approved zoning for the property. The Company acknowledges economic incentives as agreed upon herein are only available for the project consistent with Art. IV, §17 of the City of Georgetown Code of Ordinances and this Agreement.

Section 3.04. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer the City hereby consents, unless the City shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the City as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event of Default,

and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor business entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section 3.05 The Project

The Company covenants and agrees the Project will be a planned residential community as a component of a larger mixed use planned development zoning, consisting of: a maximum of 120 garden style apartments in a maximum of five buildings with maximum 24 units per building; two carriage style buildings with no more than four apartments each with garages; a clubhouse and fitness center with meeting rooms; sidewalks; paved parking; landscaping consistent with the PD and city ordinances; walking trails; and a swimming pool; Construction

and permitting shall be subject to design review by the City, for which exterior elevations and proposed construction and landscaping materials shall be provided to the City for approval in the permitting and design review process.

The Company further covenants the value of the Project upon completion is estimated to be \$15,000,000 and the Company or its successors or assigns will employ at a minimum three full-time employees in the City, which may include leasing agent(s) and maintenance worker(s), as well as a minimum of four part-time employees on a permanent basis, notwithstanding temporary or contract employees in the construction phase.

END OF ARTICLE III

ARTICLE IV

COVENANTS OF THE CITY – ECONOMIC INCENTIVES

Section 4.01. City-Provided In-Kind Infrastructure. The City, at City's expense, will run a water line from Pyatt Street to the end of the Company water line per Exhibit B within twelve (12) months of the later of execution hereof or specifications delivered by Company as to where said line is to be located, the parties acknowledging Exhibit B does not provide the specifications necessary. The City also agrees to install, at City's expense, a sidewalk extension from the Project boundary to North Fraser Street on Charlotte Street and said work is to be completed within twelve (12) months.

Section 4.02. City Incentives. Upon compliance by Company with this Agreement, the City agrees to refund to Company the following:

- (1) Fifty (50%) percent of the building permit fees collected by the City;
- (2) Fifty (50%) percent of the total gross development business license fees collected by the City at the time of permit issuance;
- (3) Any refunds from the City to the Company shall not be paid until the issuance of the last Certificate of Occupancy for the last building in the Project.

END OF ARTICLE IV

ARTICLE V

TERM; TERMINATION

Section 5.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date upon which the City approved this Agreement, and ending at midnight on the day the last Negotiated Payment is made hereunder.

Section 5.02 Termination. The City and the Company may mutually agree to terminate this Agreement at any time, or the Company, may, at its sole option, terminate this Agreement at any time with respect to all, or a portion of, the Project, in which event the Project, or such portion thereof, shall be subject to *ad valorem* taxes or incentive payments or reimbursements or discounts provided by the City, as the case may be, from the date of termination. The City may terminate this Agreement if the Company fails to comply, or cause compliance with the Minimum Contractual Investment Requirement by the end of the Investment Compliance Period. The rights of the City to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the enforcement rights with respect to such obligations all survive the termination of this Agreement.

END OF ARTICLE V

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01 Events of Default. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company or any other Sponsor or Sponsor Affiliate (the “Defaulting Entity”) but only with respect to such Defaulting Entity’s rights, duties, and obligations contained herein:

(c) if default shall be made in the due and punctual payment of any Negotiated Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the City; or

(d) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for ninety (90) days after the City shall have given the Defaulting Entity written notice of such default; provided, the City may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested in good faith the occurrence of such default.

Failure to meet any investment requirement or job creation requirement set forth hereinabove maybe deemed to be an Event of Default under this Agreement.

Section 6.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the City may exercise any of the following remedies only as to the Defaulting Entity:

(e) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

(f) have access to and inspect, examine, and make copies of the books and records and accounts of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of funds required to be paid or reimbursed by the Defaulting Entity pursuant hereto; or

(g) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the City's rights hereunder, it being the express intent of the parties that the City, without limitation, shall have the same remedies available by law to collect Negotiated reimbursement of payments as if they were delinquent *ad valorem* tax payments, including interest. Any such action at law or equity shall be brought in South Carolina, subject to South Carolina law.

Section 6.03. Default by City. Upon the default of the City in the performance of any of its obligations hereunder, each of the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance. Any such action at law or equity shall be brought in South Carolina, subject to South Carolina law.

END OF ARTICLE VI

ARTICLE VII

MISCELLANEOUS

Section 7.01. Rights and Remedies Cumulative. Each right, power, and remedy of the City or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the City or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City or by the Company of any or all such other rights, powers, or remedies.

Section 7.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder. Except as otherwise set forth herein, with the prior written consent of the City, the Company may assign this Agreement in whole or in part.

Section 7.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the City or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the City:

City of Georgetown
Attn.: City Administrator
1134 North Fraser Street
Post Office Box 939 (29442)
Georgetown, South Carolina 29440
Phone:(843) 545-4001
Fax: (843) 527-6173

(b) with a copy (which shall not constitute notice) to:

City of Georgetown
Attn: City Attorney
1134 North Fraser Street
Post Office Box 939 (29442)
Georgetown, South Carolina 29440
Phone: (843) 545-4001
Fax: (843) 546-0747

(c) As to the Company:

Bowtie Properties, LLC
Post Office Box 4197
Salisbury, North Carolina 28145
Attention: David Eller, President

(d) with a copy (which shall not constitute notice) to:

Daniel W. Stacy, Jr., Esq.
Oxner & Stacy Law Firm, LLC
90 Wall Street, Unit B
Pawleys Island, South Carolina 29585
Phone: (843) 235-6747
Fax: (843) 235-6650

Section 7.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of this State. To the extent of any conflict between the provisions of this Agreement and the Inducement Resolution, the provisions of this Agreement controls.

Section 7.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.06 Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 7.07 Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 7.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 7.09 Amendments. This Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties.

Section 7.10 Waiver. Any party may waive compliance by any other party with any term or condition of this Agreement only in a writing signed by the waiving party. To the extent additional proceedings are required by law, the City agrees to undertake all such additional proceedings as may be reasonably required or appropriate to effectuate the intent of this Agreement.

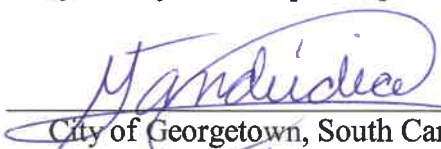
END OF ARTICLE VII

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the date last written below.

CITY OF GEORGETOWN, SOUTH CAROLINA

By: 
Mayor, City Council [SEAL]

By: 
City of Georgetown, South Carolina

Date: 9/12 2019

BOWTIE PROPERTIES, LLC

By: 
Name: David Eller
Title: President

Date: 10/15 2019

Attachment: Incentive Agreement Bowtie (2021 : Ordinance for Economic Incentives for Bowtie Richmond Place Apts)

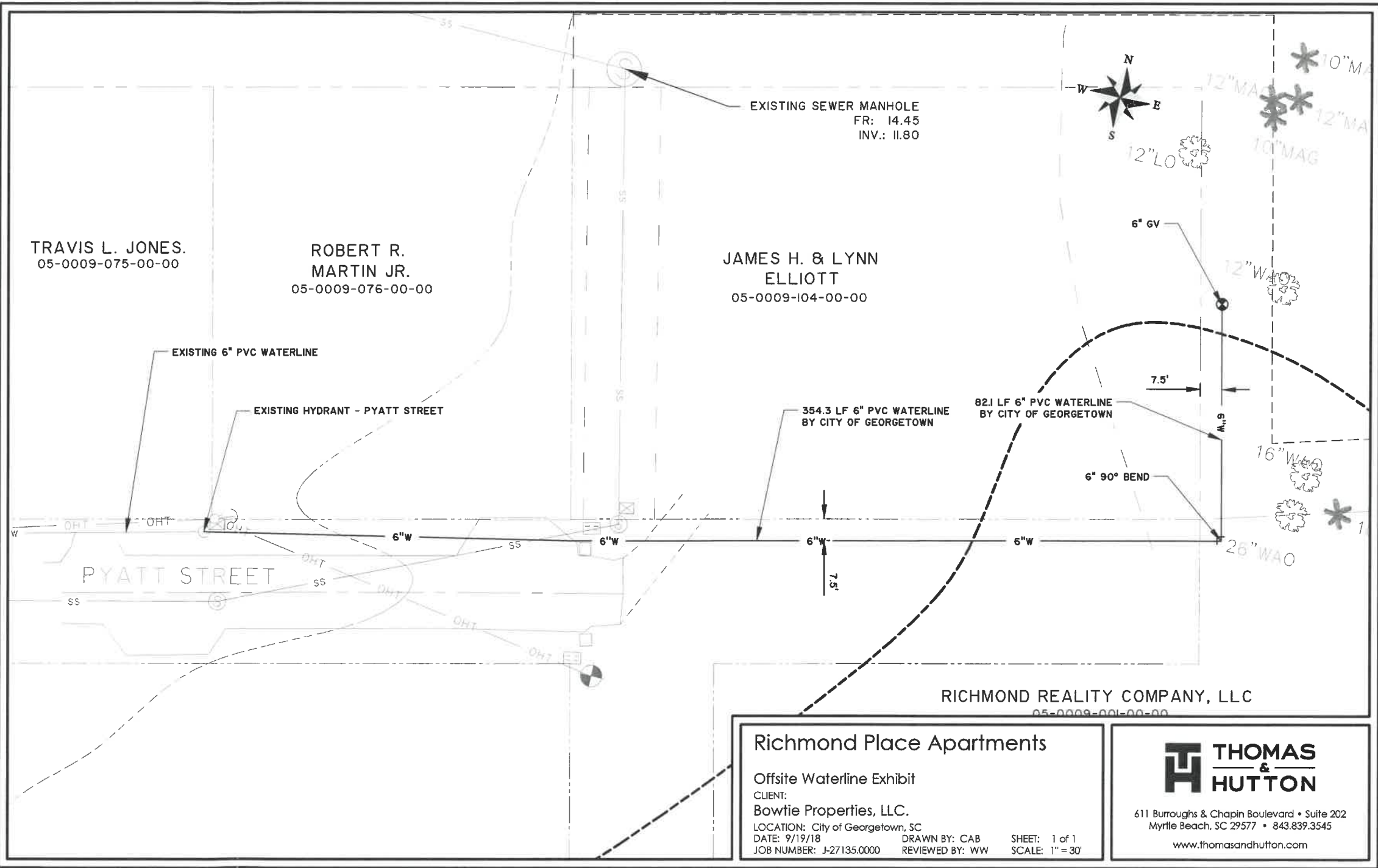
EXHIBIT A
LAND DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the City of Georgetown, State of South Carolina, consisting of 26.30 acres $\pm$, bearing TMS #05-0004-001-00-00 and being more particularly shown and depicted on that certain "Boundary Survey of Phase VIII, Richmond Place, a portion of Richmond Plantation" prepared for Bowtie Properties, LLC by Thomas & Hutton, dated May 21, 2018 and recorded March 21, 2019 in the Office of the Register of Deeds for Georgetown County in Plat Slide 799 at Page 3.

EXHIBIT B
WATER LINE EXTENSION

Attachment: Incentive Agreement Bowtie (2021 : Ordinance for Economic Incentives for Bowtie Richmond Place Apts)

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

ORDINANCE

DOC ID: 2937

Council Meeting Date:	16 January 2020
Department:	Housing and Community Development
Issue Under Consideration:	Motion to Approve an Ordinance Annexing 3.7 Acres of Land, Owned by Lands End III, LLC, into the Corporate Limits of the City of Georgetown, South Carolina.
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• Jody Tamsberg (Lands End III, LLC) is the property owner of the adjacent parcels that are already in the city limits. • He wants to annex these three (3) parcels from the county into the city and merge the property to make one large tax parcel. • Approximate acreage to be annexed is 3.7 acres. • This could help for the future commercial development of this property along Church Street. • The city will also annex half of Pier Road from SCDOT into the corporate limits of the City of Georgetown.
Options:	Approve or deny annexation.
Staff Recommendations:	Staff recommend approving the annexation of approximately 3.7 acres by Lands End III, LLC.

Reviews:

Angela Rambeau Completed 01/08/2020 2:25 PM

Sandra E. Yudice Ph.D. Completed 01/08/2020 4:52 PM

Stephanie Buccione Completed 01/10/2020 11:53 AM

Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a Annexation Tamsberg 3.7 Acres Ord (PDF)
2. b Annex 3 Properties Lands End III (PDF)
3. c Annexation Petition Tamsberg (PDF)
4. d Proposed Annex Area (PDF)
5. e PC Minutes Nov 26 2019 (PDF)

**MOTION TO APPROVE AN ORDINANCE ANNEXING 3.7 ACRES OF LAND, OWNED BY
LANDS END III, LLC, INTO THE CORPORATE LIMITS OF THE CITY OF GEORGETOWN,
SOUTH CAROLINA.**

AN ORDINANCE ANNEXING APPROXIMATELY 3.7 ACRES OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF GEORGETOWN, SOUTH CAROLINA

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

SECTION 1. FINDINGS

South Carolina Code § 5-3-100 allows for property adjacent to a municipality to be annexed by resolution of the council and passage of an ordinance to that effect. A petition for annexation executed by Mr. Tamsberg of Lands End III, LLC, the freeholder owning one hundred (100%) percent of the real property to be annexed into the City of Georgetown, having been filed with the City of Georgetown. The properties are approximately 3.7 acres just off Pier Road, with contiguity to parcels TMS# 05-0056-001-02-00, 05-0056-001-03-00, & 05-0056-001-04-00, and described below and shown and represented on a map described below to be incorporated herein. The Mayor and the City Council of the City of Georgetown have considered and approved the Petition for Annexation, and accept the properties and its abutting SCDOT or other public Right of Way (Pier Road), and its applicable zoning into the corporate limits of the City of Georgetown, South Carolina.

The abutting public Right of Way adjacent to the annexed parcels runs approximately 1,250 feet along the length of the annexed properties and for the width of the highway. The Mayor and the City Council of the City of Georgetown accept the adjacent public Right of Way into the corporate limits of the City of Georgetown, South Carolina. South Carolina Code § 5-3-110.

SECTION 2. APPLICATION OF ZONING ORDINANCE

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

SECTION 3. EFFECTIVE DATE

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

WHEREAS, the Planning Commission of the City of Georgetown, South Carolina held a public hearing regarding the proposed petition for annexation, and following the public hearing on November 26, 2019, the Planning Commission voted 6-0 in favor of the annexation;

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

Said property is described as follows:

All that certain pieces, parcels or tracts of land located on the Southeast side of Pier Road near the East end of the City of Georgetown and being in the County of Georgetown, State of South Carolina, shown and delineated as

Attachment: Annexation Tamsberg 3.7 Acres Ord (2937 : Annexation petition for 3.7 acres from GC to R3)

containing approximately **3.7 acres** on a sketch of Pier Road right of way (Exhibit A) prepared by the City of Georgetown GIS department, attached herewith and titled "Zoning Map showing 3 parcels owned by Lands End III, LLC." Said parcels being bound as follows: On the North and West by Pier Road right of way; on the South and East by parcels 05-0056-001-02-00, 05-0056-001-03-00, & 05-0056-001-04-00 owned by Lands End III, LLC.

This being a portion of the same property conveyed to Georgetown County by Deed of the South Carolina State Highway Department dated June 1, 1968 and recorded on June 20, 1968 in the Georgetown County Register of Deeds Office in Deed Book 82 at Page 325.

Entire 3.7 acres parcels to be annexed is part of Georgetown County Tax Parcels 02-1010-005-02-00, 02-1010-005-01-00, & a portion of 02-1010-005-00-00.

DONE AND RATIFIED BY THE CITY COUNCIL duly assembled this 20th day of February 2020.

ATTEST:

Stephanie Buccione, City Clerk

Brendon M. Barber, Sr., Mayor

First Reading: _____

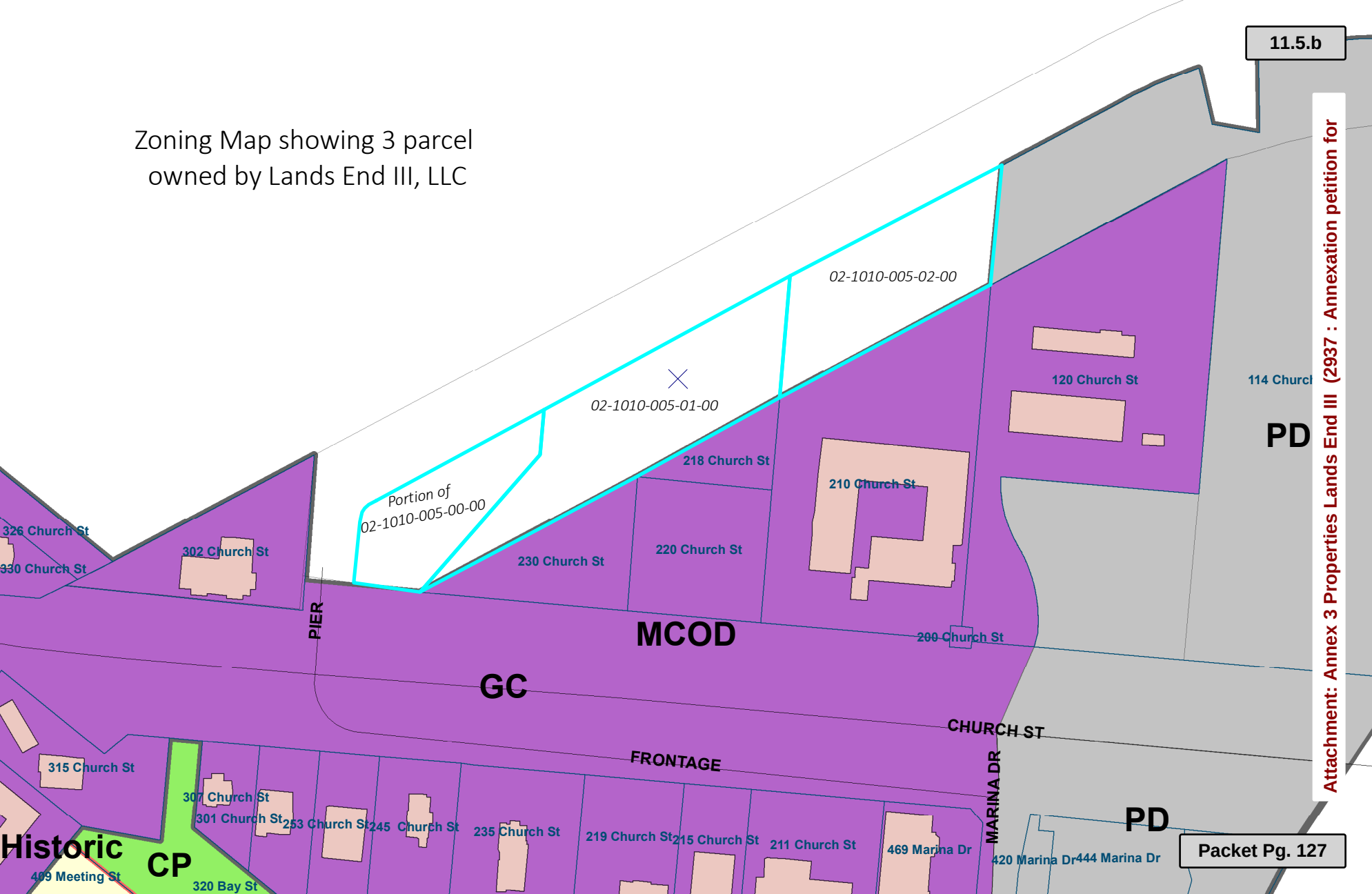
Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: Annexation Tamsberg 3.7 Acres Ord (2937 : Annexation petition for 3.7 acres from GC to R3)

Zoning Map showing 3 parcel
owned by Lands End III, LLC



Attachment: Annex 3 Properties Lands End III (2937 : Annexation petition for



STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

PETITION OF ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF GEORGETOWN

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: PIER ROAD
02-1018-005-02-00

TMS#: 02-1018-005-01-00 ACREAGE: approx. _____

A PORTION OF 02-1010-005
 PROPERTY ADDRESS: PIER ROAD

PROPERTY OWNERS:

JOSEPH L. TAMSBERG, JR [Signature] DATE: 10/16/19
 (Print) (Signature)

LANDS END III, LLC [Signature] DATE: 10/16/19
 (Print) (Signature)

→ JOSEPH L. TAMSBERG, MANAGING MEMBER

The information requested below is being gathered for statistical purposes:

Number of persons residing at the address to be annexed 0.

RACE: White _____ Black _____ Other _____

Attachment: Annexation Petition Tamsberg (2937 : Annexation petition for 3.7 acres from GC to R3)

Proposed Annexation Area



Attachment: Proposed Annex Area (2937 : Annexation petition for 3.7 acres from GC to R3)

able to make a recommendation. **Mr. Pieterse** also said because Council saw that they may have made a mistake and went back and corrected by adding maximum density stipulations, hopefully Council will consider this when other developers come before them. **Mr. Glenn Roberts** asked Mr. Stacy if this current zoning has damaged the owners at this point. **Mr. Stacy** said no this request is for future issues that could come up. **Mr. Roberts** said it is hard for him to imagine that the insurance company would not insure him for the 54 units that exist. **Mr. Stacy** said there would not be any issues with the insurance, however he would not be able to get a building permit to rebuild the 54 units, instead he would only be allowed to build 36 units. **Matt** said the requirements for rebuilding multi-family homes are listed in the building and fire codes. **Mr. Pieterse** said the major concern is adding to the current development and increasing the density, because it already has the qualifications of the R-4 zone he doesn't see a problem in the rezoning, and he said he trust that City Council will not move backwards and allow something that would go against laws they put in place when considering future development, and he said he does not know the language to put in the motion, but something should be stated.

Motion: Ms. Schmid made a motion to recommend the approval to the rezoning of 6.01 acres owned by Hickory Knoll, LP from Residential R-3 to Residential R-4; the Commissioners feel that the City's Comprehensive Plan will protect the neighborhood, the Commission also is hopeful that this does not set a precedence with other R-3 zoning districts to rezone; seconded by Mr. Williams; the motion carried 4 to 2 (*Mr. Gunter & Ms. Gibson cast the downward vote*)

2. **Consider and recommend the annexation & rezoning of 3 parcels, TMS #02-1010-005-01-00, #02-1010-005-02-00, and part of # 02-1010-005-00-00, owned by Lands End III. LLC, to be annexed into the corporate limits of the City of Georgetown and be rezoned to General Commercial (GC).** **Matt Millwood/City Staff** said the owner Mr. Tamsberg would like to annex 3 small parcels near Pier Rd. into the city, all annexed properties come in as R-1 and it is requested that it be rezoned GC. **Ms. Schmid** asked if this request would require 2 motions; 1 for the annexation and 1 for the rezoning. **Matt** said that would be ideal if that is the way the Commissioners wanted to handle the vote.

Mr. Jody Tamsberg/Owner said he has recently bought the property and would like to annex this property into the City so he will only have to work with one municipality, and because he owns the surrounding properties it would make it much easier. His plans are to develop the property and increase the parking for the hotel he owns and there is also an opportunity to develop the 3 acre track to bring significant taxes into the city. **Mr. Gunter** asked about the road leading to Pier Rd. **Mr. Tamsberg** said there will still be access to the bridge and Pier Rd. **Matt** said he spoke to the City Attorney and was told that because this is adjacent to a public street we will, as a city, try and annex in half of the road and hopefully the other side will be annexed at a later date. **Mr. Tamsberg** said none of the wetlands will be disturb unless he gets permits from the necessary entities.

Motion: Mr. Williams made a motion that the request for annexation of 3 parcels owned by Lands End III, LLC, be granted, seconded by Ms. Gibson; the motion carried 6 to 0.

Motion: Ms. Schmid made a motion to grant the rezoning of the 3 parcels annexed into the City from Residential (R-1) to General Commercial (GC), seconded by Mr. Gunter; the motion carried 6 to 0.

3. **Consider and recommend text amendment to Article XXI (Redevelopment District) of the Zoning Ordinance.** Matt/City Staff told the Commissioners that approximately 3 months ago Liberty Steel came before them to be rezoned from the Redevelopment District (REDD) district back to Heavy Industrial (HI) district, this board gave a recommendation not to rezone the property. Since that time Liberty Steel met with city officials and came up with an agreement to amend the text of the zoning laws for the Redevelopment District to help them to accomplish what they are trying to do, as well as help them to stay in operation while doing expansions, renovations, and construction. The amendments consist of an addition to the definitions, as well as "Force Majeure" (an act of God), a section was added to discontinuance of use that protects them from closing of the mill for repairs, construction, renovation, etc. This clause would protect them and it would not start a clock for abandonment, and two items were added to the use chart ("Dock, Pier and Wharf" and "Uses Located Over Water"). Section 2171 (Nonconforming Uses) and 2172 (Nonconforming Structures), were amendments that were mutual agreements between Liberty Steel and the City, to help them stay open and meet the needs of their expansions. Mr. Pieterse asked about the 365 days clock starting if a lockout is done. Matt/City Staff said the amendment takes that out, because if something of that sort is done it would be out of Liberty's control and the 365 days clock should not begin. Ms. Schmid asked if there would be anything put in place to prevent the owners from using certain methods as an excuse to keep the 365 days clock from beginning. Matt said there are safe guards in place and permits would have to be issued if there are renovations or repairs being done, and the owners have a responsibility of notifying the City of abandonment. Mr. Williams had a concern about the lack of audience against the project as it was a few months ago. Matt said he was not sure why the turnout was not large, except the fact that this was not a request for a rezoning but a text amendment, and that may not have a lot of citizens talking. Ms. Schmid asked that staff look at page 4; section 2102.10 "Force Majeure" for corrections. Matt said he would notify the City Attorney with that correction. Mr. Shissias/Representative of Liberty Steel said there are plans of \$20 to \$25 million dollars renovations, and expansions to be done at the site. Mr. Shissias said their issues were addressed and the text amendment would make it more feasible to continue to operate. Liberty Steel contributes to the City and County revenue and they employee many people and hope that this is supported.



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

ORDINANCE

DOC ID: 2940

Council Meeting Date:	16 January 2020
Department:	Housing and Community Development
Issue Under Consideration:	Motion to Approve an Ordinance Rezoning 3.7 Acres of Land, Owned by Lands End III, LLC, from Residential (R1) to General Commercial (GC).
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• Section 508 of the Zoning Ordinance states that all annexed territory shall be considered R1 (Low Density Residential) until reclassified. • Staff recommends rezoning to General Commercial (GC) like other surrounding property in this area. • Staff also recommends that the 3.7 acres of commercial property be included in the Design Overlay District for Main Corridors. • This rezoning could help the future commercial development of this property.
Options:	Approve or deny rezoning.
Staff Recommendation:	Approve rezoning of approximately 3.7 acres from Residential (R1) to General Commercial (GC).

Reviews:

Angela Rambeau Completed 01/08/2020 2:22 PM

City Attorney Completed 01/08/2020 5:04 PM

subject to annexation

Sandra E. Yudice Ph.D. Completed 01/08/2020 5:08 PM

Stephanie Buccione Completed 01/10/2020 12:05 PM

Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a Rezoning Tamsberg 3.7 Acres Ord (PDF)

2. b Annex 3 Properties Lands End III (PDF)
3. c Current Zoning Map (PDF)
4. d Proposed Zoning (PDF)

MOTION TO APPROVE AN ORDINANCE REZONING 3.7 ACRES OF LAND, OWNED BY LANDS END III, LLC, FROM RESIDENTIAL (R1) TO GENERAL COMMERCIAL (GC).

AN ORDINANCE REZONING APPROXIMATELY 3.7 ACRES OWNED BY LANDS END III, LLC, LOCATED ON PIER ROAD, FROM RESIDENTIAL (R1) TO GENERAL COMMERCIAL (GC)

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

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

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

WHEREAS, following the public hearing on November 26, 2019 and the 6-0 vote in favor of rezoning by the Planning Commission, the Mayor and City Council of the City of Georgetown have determined that the zoning boundaries as shown on the Official Zoning Map be revised and amended as follows:

Rezoning of recently annexed property from Residential (R1) to General Commercial (GC), property totaling approximately 3.7 acres located on Pier Road, identified by the Georgetown County Tax Map as TMS# (02-1010-005-02-00, 02-1010-005-01-00, & a portion of 02-1010-005-00-00). Parcel will also be included in the Design Overlay District for Main Corridors.

For a more specific description of said property, see attached map (Lot A).

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

Rezoning of recently annexed property from Residential (R1) to General Commercial (GC), property totaling approximately 3.7 acres located on Pier Road, identified by the Georgetown County Tax Map as TMS# (02-1010-005-02-00, 02-1010-005-01-00, & a portion of 02-1010-005-00-00). Parcel will also be included in the Design Overlay District for Main Corridors.

BE IT FURTHER ORDAINED, that such changes shall be made on the Official Zoning Map and Future Land Use Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

ATTEST:

Stephanie Buccione, City Clerk

Brendon M. Barber, Sr., Mayor

First Reading: _____

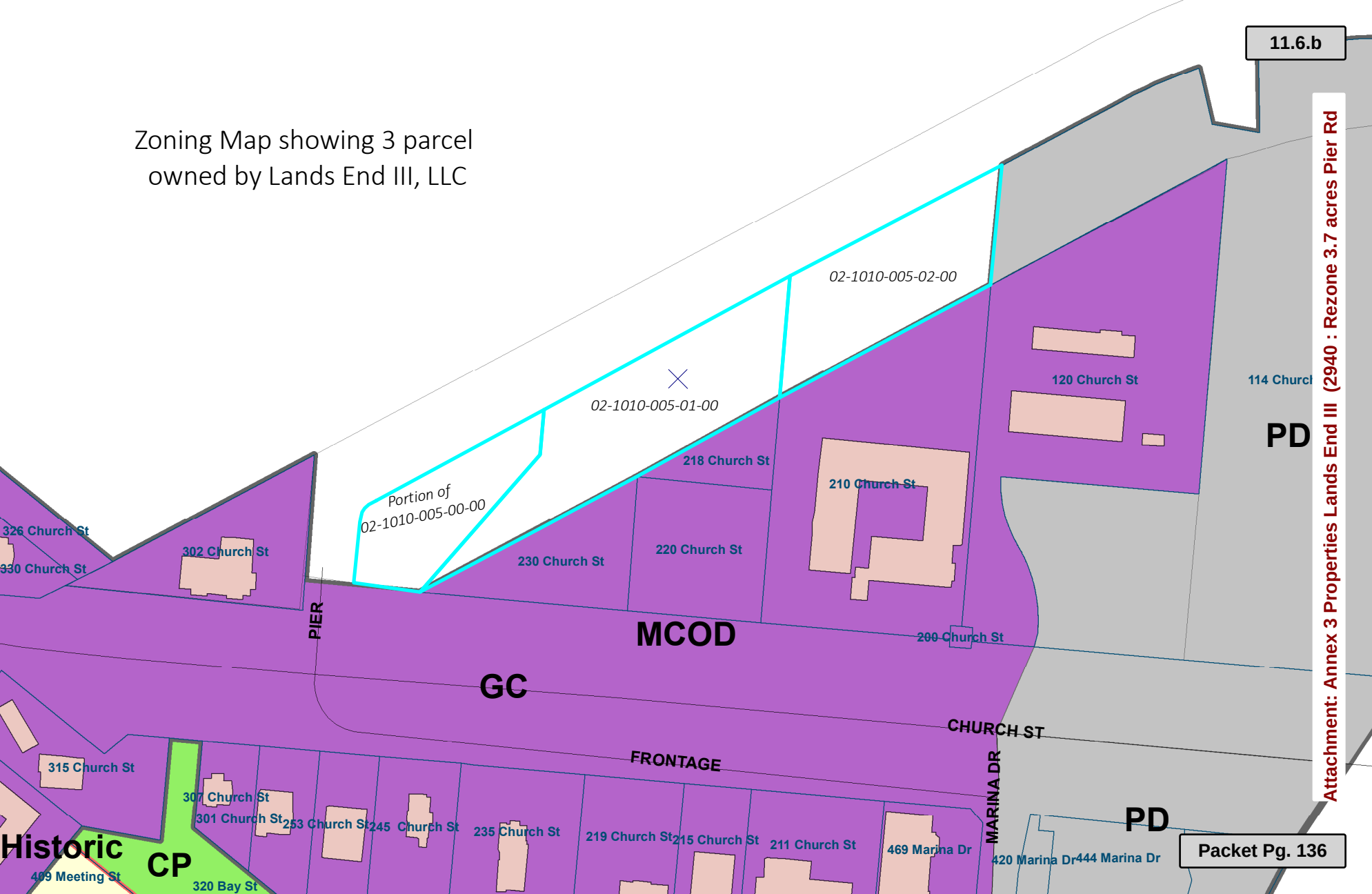
Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: Rezoning Tamsberg 3.7 Acres Ord (2940 : Rezone 3.7 acres Pier Rd Tamsberg)

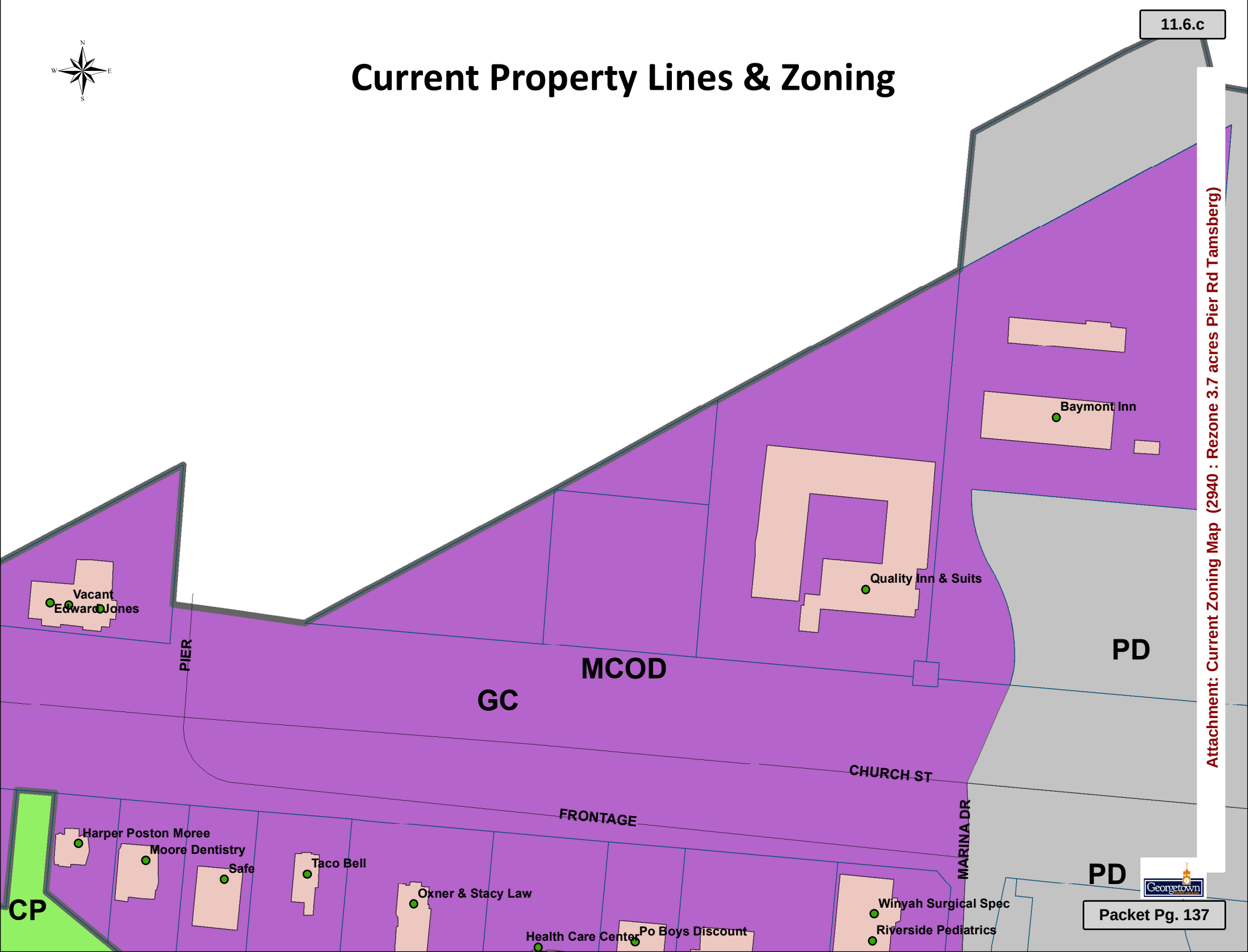
Zoning Map showing 3 parcel
owned by Lands End III, LLC



Attachment: Annex 3 Properties Lands End III (2940 : Rezone 3.7 acres Pier Rd



Current Property Lines & Zoning



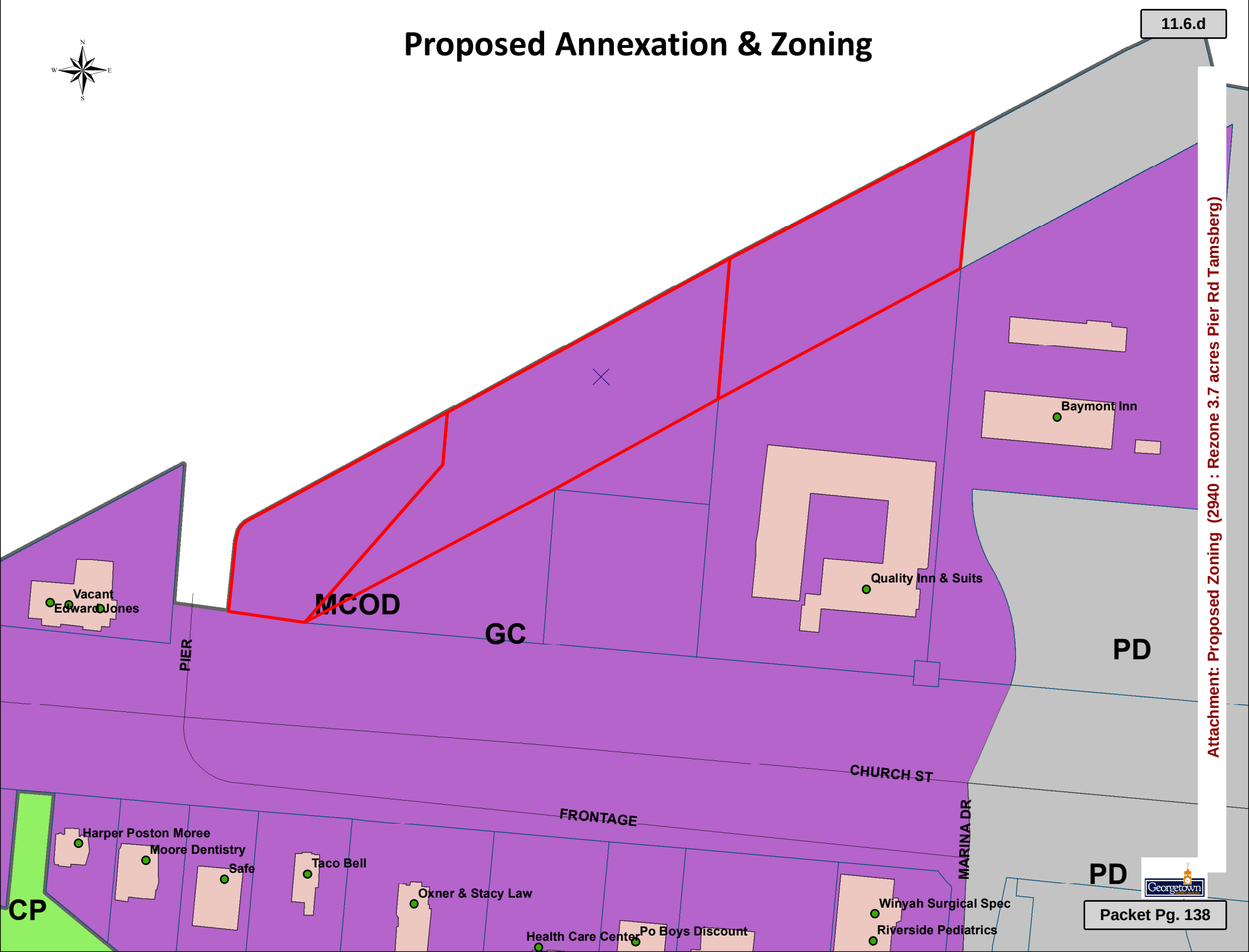
Attachment: Current Zoning Map (2940 : Rezone 3.7 acres Pier Rd Tamsberg)



Proposed Annexation & Zoning



11.6.d



Attachment: Proposed Zoning (2940 : Rezone 3.7 acres Pier Rd Tamsberg)





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

ORDINANCE

DOC ID: 2941

Council Meeting Date:	16 January 2020
Department:	Housing and Community Development
Issue Under Consideration:	Motion to Approve an Ordinance Rezoning 1.2 Acres of Land, Owned by Pobuckra Properties, LLC, from General Commercial (GC) to Residential (R3).
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	N/A
Financial Impact:	N/A
Points to Consider:	• Brent Edgerton approached the city in trying to revitalize the vacated S.C. Works building at 2704 Highmarket Street. • They want to bring in a Willowglen Academy, which is a group care intensive services program serving adolescent males ages 8 to 18 who have developmental delays coupled with mental health diagnoses. • They currently have locations in Horry, Williamsburg, and Clarendon counties. • Could bring as many as 45 jobs to Georgetown. • Totally state and federally funded. • Public hearing was held at a special PC meeting on January 7, 2020 and the board voted unanimously (5-0) to approve the rezoning of 1.2 acres from GC to R3.
Options:	Approve or deny the rezoning.
Staff Recommendation:	Staff recommends approving the rezoning along with PC's recommendation.

Reviews:

Angela Rambeau Completed 01/08/2020 2:20 PM

City Attorney Completed 01/08/2020 5:01 PM

Sandra E. Yudice Ph.D. Completed 01/08/2020 5:16 PM

Stephanie Buccione Completed 01/10/2020 12:05 PM

Georgetown City Council Pending 01/16/2020 5:30 PM

Updated: 1/8/2020 1:45 PM by Matt Millwood

Page 1

Attachments:

1. a Rezoning 1.2 Acres Pobuckra Ord (PDF)
2. b 2704 Highmarket Pobrucka Rezoning (PDF)
3. c Current Zoning(PDF)
4. d Proposed Zoning (PDF)
5. e Group Dwelling Definition (PDF)
6. f Article VII Group Dwelling Use Chart (PDF)

MOTION TO APPROVE AN ORDINANCE REZONING 1.2 ACRES OF LAND, OWNED BY POBUCKRA PROPERTIES, LLC, FROM GENERAL COMMERCIAL (GC) TO RESIDENTIAL (R3).

AN ORDINANCE REZONING APPROXIMATELY 1.2 ACRES, OWNED BY POBUCKRA PROPERTIES, LLC, FROM GENERAL COMMERCIAL (GC) TO RESIDENTIAL (R3)

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

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

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

WHEREAS, following the public hearing on January 7, 2020 and the 5-0 vote in favor of rezoning by the Planning Commission, the Mayor and City Council of the City of Georgetown have determined that the zoning boundaries as shown on the Official Zoning Map be revised and amended as follows:

Rezoning of property from General Commercial (GC) to Residential (R1), property totaling approximately 1.2 acres located off Highmarket Street, identified by the Georgetown County Tax Map as TMS# (05-0006-010-00-00). Parcel will also be included in the Design Overlay District for Main Corridors.

For a more specific description of said property, see attached map.

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

Rezoning of property from General Commercial (GC) to Residential (R1), property totaling approximately 1.2 acres located off Highmarket Street, identified by the Georgetown County Tax Map as TMS# (05-0006-010-00-00). Parcel will also be included in the Design Overlay District for Main Corridors.

BE IT FURTHER ORDAINED, that such changes shall be made on the Official Zoning Map and Future Land Use Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

ATTEST:

Stephanie Buccione, City Clerk

Brendon M. Barber, Sr., Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney



Rezoning Application

Tax Map Number 05-0006-010-00-00
 Area (sq. ft. or acres) ± 2.4 ac; ± 1.2 ac to be rezoned
 Physical Address of Property 2704 Highmarket St.
Georgetown, SC 29440
 Existing Use of Property Vacant
 Location of Property Highmarket St, City of Georgetown
 Existing Zoning District GC Requested Zoning District R3 (portion)

Ownership Information:

Name: Pobuckra Properties, LLC
 Address: PO Box 1453
 City: Pawleys Island State: SC Zip: 29585 Phone: 843-240-2912

Agent Information:

Name: Brent Edgerton
 Address: 301 Augusta St. Unit 100
 City: Greenville State: SC Zip: 29601 Phone: 864.979.0335

What road will provide access to the site: Highmarket St.
 Is the access road a paved or unpaved road: Paved
 Approximately how many acres of the site is considered wetlands: N/A
 Is any of the site considered a floodplain or floodway: Yes ☒ No
 Are high traffic patterns a concern in your area: Yes ☒ No

Important Notes:

- A plat of the property to be rezoned shall be submitted with this application.
- An application fee of \$150.00 must accompany application. GL# (0010.00.323.024)
- Notice to Adjacent Property Owners: The person requesting the Zoning Map Amendment must submit to the Building & Planning Department stamped envelopes with the following return address on the envelope: "Georgetown City Zoning" 120 N Fraser St, Georgetown, South Carolina 29440. Building & Planning staff will comprise a letter and a map and send them to the residents or businesses within two hundred (200) feet of the proposed rezoned property to notify them.
- It is understood by the undersigned that while this application will be carefully reviewed and considered the burden of proving the need for the proposed rezoning rest with the applicant.

DEC 18 2019

[Signature]



Signature Page

Applicant/Agent hereby certifies that the information provided in this application is correct.

Owners:

<u>Pobuckra Properties LLC</u>	<u>Chuck Cooper</u>	<u>12-15-19</u>
Print Name	Signature	Date
<u>Pobuckra Properties LLC</u>	<u>Chuck Cooper</u>	<u>12-19-19</u>
Print Name	Signature	Date

Corporation/Partnership

Pobuckra Properties, LLC
 Print Corporation/Partnership Name (if in LLC or Corp. name please, provide authorization to sign)

Chuck Cooper 12-13-19
 Print Name Signature Date

Member Pobuckra Properties, LLC
 Print Title and Name

Designation of Agent:

I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) and act on my (our) behalf in this request for rezoning, as he/she deems necessary and proper.

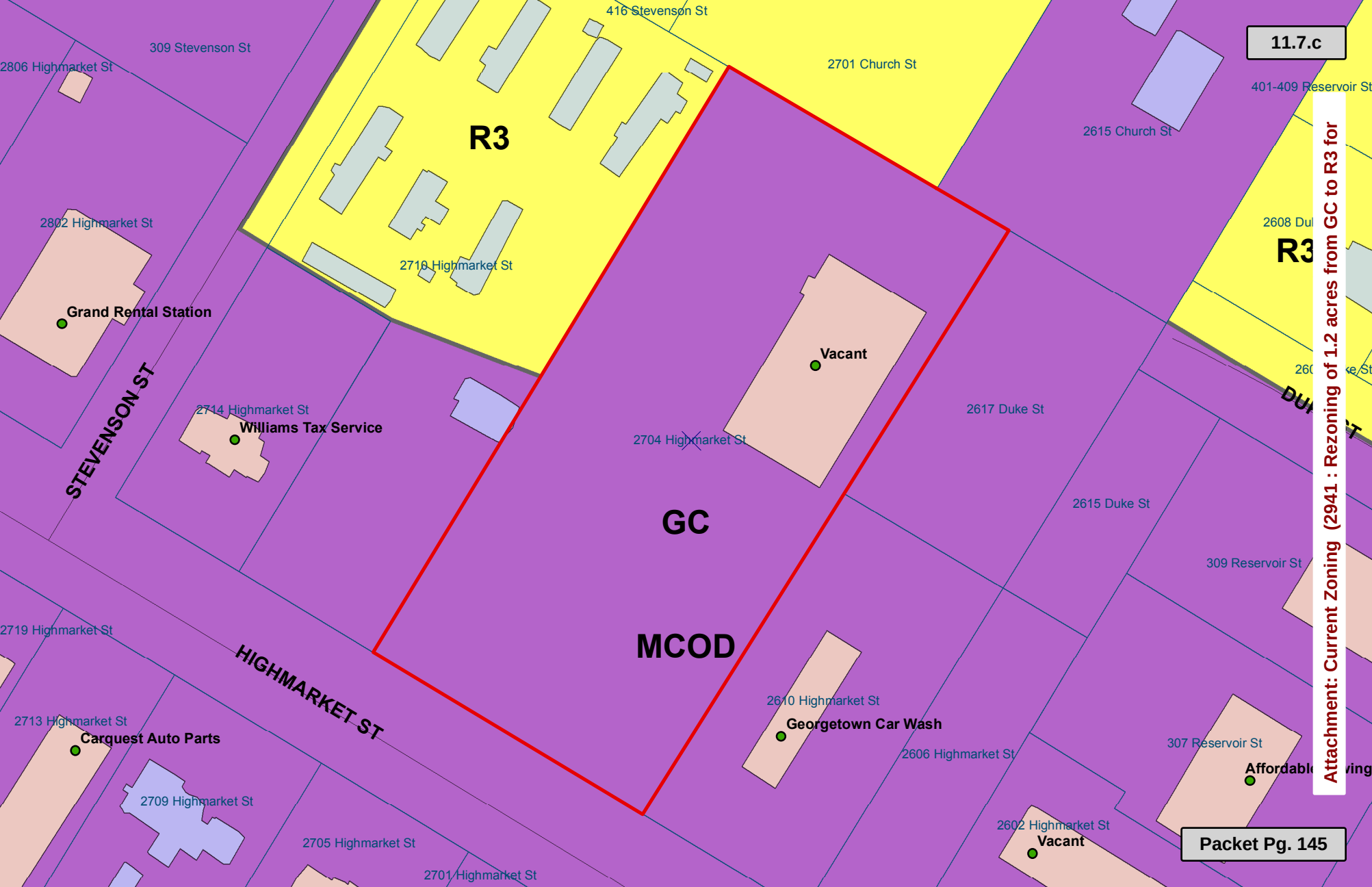
Brent Edgerton
 Print Agents Name

Brent Edgerton 12-13-19
 Signature of Agent Date

[Signature] 12-13-19
 Signature of Owner Date

[Signature] 12-13-19
 Witness Signature Date

Attachment: 2704 Highmarket Pobuckra Rezoning (2941 : Rezoning of 1.2 acres from GC to R3 for Pobuckra Properties)



11.7.c

401-409 Reservoir St

2608 Duke St
R3

2608 Duke St

Duke St

309 Reservoir St

307 Reservoir St

Affordable Living

Packet Pg. 145

2602 Highmarket St
Vacant

2701 Church St

2615 Church St

416 Stevenson St

R3

2718 Highmarket St

Vacant

2704 Highmarket St

GC

MCOB

2617 Duke St

2615 Duke St

2610 Highmarket St

Georgetown Car Wash

2606 Highmarket St

309 Stevenson St

2806 Highmarket St

2802 Highmarket St

Grand Rental Station

STEVENSON ST

2714 Highmarket St

Williams Tax Service

2719 Highmarket St

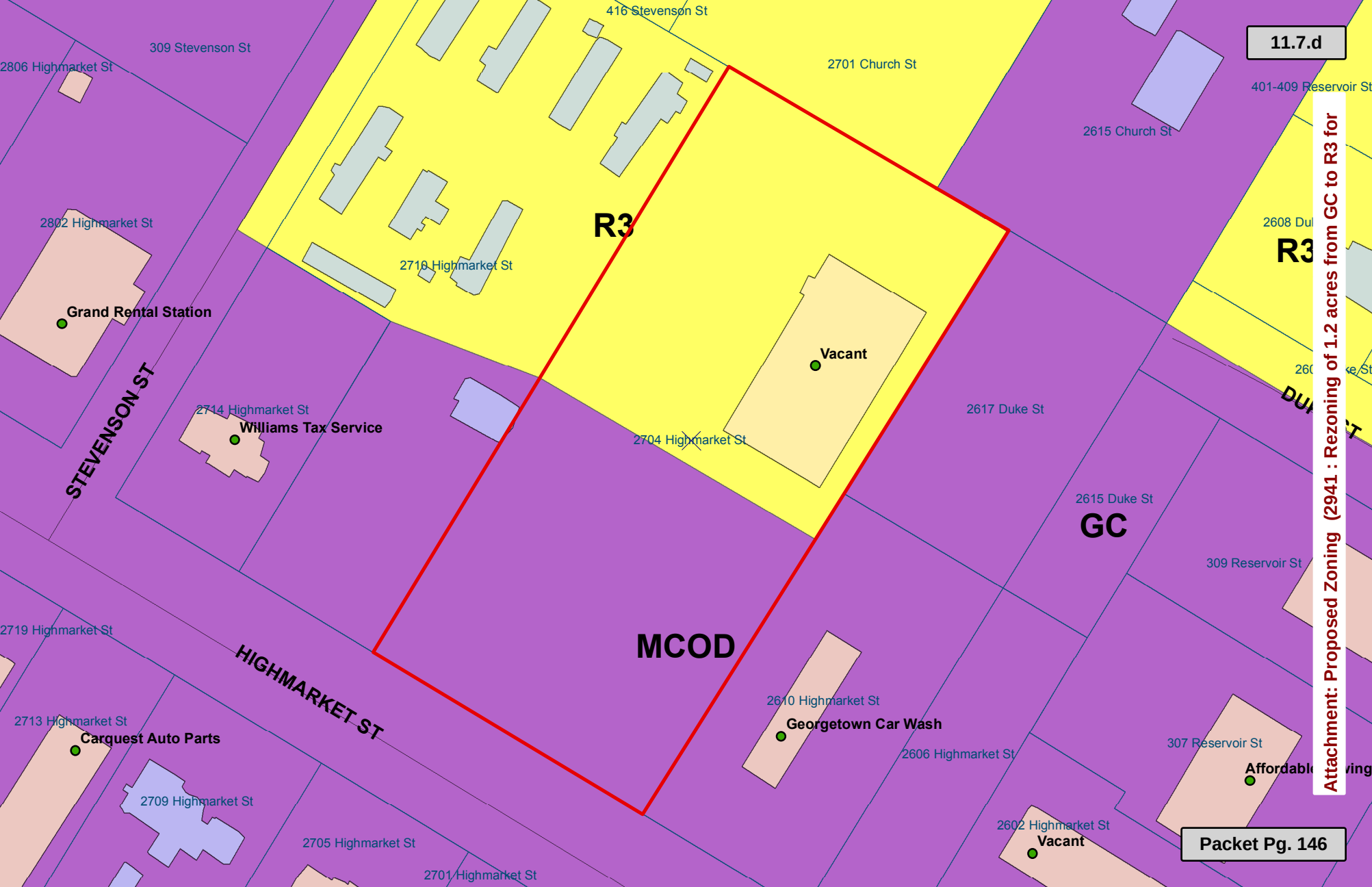
2713 Highmarket St

Carquest Auto Parts

2709 Highmarket St

2705 Highmarket St

2701 Highmarket St



11.7.d

Attachment: Proposed Zoning (2941 : Rezoning of 1.2 acres from GC to R3 for

Packet Pg. 146

318 District: Any section of the City of Georgetown, South Carolina, for which the regulations governing the use of land, density, bulk, height, and coverage of buildings and other structures are uniform.

319 Drip Line: Means an imaginary vertical line that extends downward from the outermost branches of a tree to the ground.

320 Dwelling

320.1 Group Dwelling: A building designed, constructed or reconstructed to provide lodging for compensation with or without meals, and consisting of nine or fewer guest rooms. Group dwellings include the terms "rooming house," and "boardinghouse."

320.2 Single Family Dwelling: A building designed, constructed and used for one dwelling unit. (Does not include mobile homes)

320.3 Accessory Dwelling Unit (granny flat): A building intended, designed, and constructed for use as a single-family residential dwelling unit; and which is constructed on the same parcel as a larger single-family dwelling unit. Such buildings may not exceed 600 square feet in size, and they must meet all applicable building code standards and yard requirements herein. Only one accessory dwelling unit may be constructed on any residential lot, and only in the rear or side yard of a lot.

320.4 Two-Family Dwelling or Duplex: A building designed, constructed or reconstructed and used for two dwelling units that are connected by a common structural wall.

320.5 Multi-Family Dwelling: A building designed, constructed or reconstructed and used for more than two dwelling units, but each dwelling unit having a common structural wall with any other dwelling unit on the same floor.

321 English Tea Service: A social engagement consisting of the for-profit service to not more than twelve guests, of a limited selection of finger sandwiches, baked goods, pastries, hot tea, or similar foods prepared in non-commercial kitchens, in accordance with the Code of Laws of South Carolina, 1976, Section 45, as amended. Other restrictions are listed in Appendix A, Section 411.3 of this Ordinance.

322 Family: One or more persons occupying a premise and living together as a single housekeeping unit.

323 Fence: A barrier or enclosure designed and constructed to prevent escape or intrusion or to mark a boundary. Fences may be constructed of wood, wire, masonry or combinations thereof. (See Section 512 for specific regulations for fences.)

324 Green Space or Open Space: Identified areas of protected or conserved land on which will be preserved or protected and set aside from any development.

325 Gross Area: The total area of a site including upland, wetland, roads, and trails.

703.501 Consistency with the Comprehensive Plan: The Master Planned zoning district designation and the Master Plan shall be consistent with the current City of Georgetown Comprehensive Plan.

703.502 Compatibility with Surrounding Areas: Development along the perimeter of a Master Planned District must be compatible with adjacent existing or proposed future development. In cases where there are issues of compatibility, the Master Plan shall provide for transition areas at the edges of the Master Planned district that allow for appropriate buffering and/or ensure a complementary character of uses. Complementary character is identified based on densities/intensities, lot size and dimensions, street and block grid pattern, building height, building mass and scale, hours of operation, exterior lighting, landscaping, and siting of service areas.

703.503 Consistency with the Zoning Ordinance: Along with the consistency to the current Comprehensive Plan, the Master Planned zoning district and development shall conform to the minimum standards of the City of Georgetown Zoning Ordinance, including the Overlay District where applicable, unless more stringent standards are detailed in the Terms and Conditions section of the Master Planned district design.

703.504 Location: All Master Planned districts may be located anywhere within the city as long as other standards of this ordinance can be met.

703.505 Size: Minimum size restrictions are as follows:

- a. Master Plan-Residential (MP-R) districts shall be at least three (3) acres.
- b. Master Planned Commercial (MP-C) and Master Planned Business/Industrial Park (MP-BIP) districts shall be at least five (5) acres.

**However, City Council may reduce these size requirements where appropriate based on physical development constraints, protection of environmentally-sensitive natural areas, or the promotion of a community goal when more conventional development or subdivision would be difficult or undesirable give the constraints on development.*

704 Zoning District Use Classifications Chart

The Use Classifications Chart identifies both permitted and conditional uses for each Zoning District. See Table 704: Use Classification.

"P" indicates that the use is a permitted use in the Zoning District

"C" indicates that the use is a conditional use in the Zoning District. The Article and Section Number noted in the "Conditions" column reference the additional requirements for approval.

Blank space indicates that the use is not permitted in the Zoning District.

Residential Use Classifications	RI	R2	R3	R4	R5	MR	Conditions
Accessory Dwelling	P	P	P	P	P		
Adult Mini-day Care	C	C	C	C	C		Article 4, Section 417
Barber Shop					C		Article 4, Section 418
Beauty Shop					C		Article 4, Section 418
Bed & Breakfast Inn	C	C	C	C	C		Article 4, Section 408
Church	C	C	C	C	C		Article 4, Section 418
Courthouse		C	C	C	C		Article 4, Section 418
Customary General Farming	P	P	P	P	P		

Residential Use Classifications	R1	R2	R3	R4	R5	MR	Conditions
Duplex		C	C	C	C		Article 4, Section 420
Eleemosynary Club					C		Article 4, Section 418
Fraternal Organization	C	C	C	C	C		Article 4, Section 421
Funeral Home				C			Article 4, Section 421
Garage Apartment		P	P	P	P		
Group Dwelling			P	P			
Home Occupation	P	P	P	P	P	P	
Hospital						P	
Accessory Building to Hospital						P	
Library			C	C	C		Article 4, Section 418
Lodges					C		Article 4, Section 418
Mini-day Care	C	C	C	C	C		Article 4, Section 416
Manufactured Home			C		C		Article 4, Section 419
Multi-Family			C	C	P		Article 4, Section 415
Multi-level Parking Facility						P	
Museum				C			Article 4, Section 418
Non-commercial Accessory Building	P						
Not for Profit Clubs				C			Article 4, Section 421
Nursing Home	C	C	C	C	C		Article 4, Section 413
Offices				C			Article 4, Section 421
Park	C	C	C	C	C		Article 4, Section 418
Post Office				C			Article 4, Section 418
Public Assembly Hall				C			Article 4, Section 418
School for General Education	C	C	C	C	C		Article 4, Section 414
Single Family Home	P	P	P	P	P	P	
Substation	C	C	C	C	C		Article 4, Section 412
Taxi Stand			C	C			Article 4, Section 418
Two Family Dwelling		P	P	P	P		
Water Tower	C	C	C	C	C		Article 4, Section 411
Commercial Use Classifications	IC	CC	WC	NC	GC		Conditions
Adult Day Care Center					C		
Animal Hospitals and Veterinary Clinics	C	C			P		Article 4, Section 438
Armory	P				P		Article 4, Section 438
Assembly Halls, Coliseums, Gymnasiums, and Similar Uses	C				P		Article 4, Section 438
Automotive Repair Shop	P				P		

Attachment: Article VII Group Dwelling Use Chart (2941 : Rezoning of 1.2 acres from GC to R3 for Pobuckra Properties)

Commercial Use Classifications	IC	CC	WC	NC	GC		Conditions
Automotive Sales and Service (excluding automotive junk yard)	C				P		Article 4, Section 438
Automated Teller Machine (free standing)	C				C		Article 4, Section 418
Automotive Washing Establishment	C				P		Article 4, Section 438
Bakery		C		C			Article 4, Section 425
Bank	C	P			P		Article 4, Section 438
Bank Teller Machine				P			
Barber shop	P	P		P	P		
Beauty Shop	P	P		P	P		
Bed and Breakfast		C		C			Article 4, Section 408
Billiard Parlor	C	P			P		Article 4, Section 438
Bingo Parlor	C				P		Article 4, Section 438
Boat Sales, Service, and Supplies	C				P		Article 4, Section 438
Bowling Alley	C				P		Article 4, Section 438
Building Supply/Equipment Sales	C				P		Article 4, Section 438
Bus Station	C				P		Article 4, Section 438
Cemetery	C				P		Article 4, Section 438
Church	C	P		P	P		Article 4, Section 438
Club	C	P			P		Article 4, Section 438
Cold Storage/Freezer Locker	P				P		
Communication Tower					C		Article 4, Section 428
Convenience Commercial Establishment				C			Article 4, Section 426
Courthouse	P	P			P		
Day Care Center				P	P		Article 4, Section 416
Dock, Pier and Warf	C		P		P		Article 4, Section 441
Dog Pound					C		Article 4, Section 429
Drive-in Theater					C		Article 4, Section 430
Electrical Appliance/Equipment Sales and Repair	C				P		Article 4, Section 438
Small Fabricating Shop (including Cabinet, upholstery, and sheet metal)	P				P		
Family Day Care Home				P	P		
Farm Equipment Sales/Service	C				P		Article 4, Section 438
Other Financial Institutions	C	P			P		Article 4, Section 438
Fire Station	P	P		C	P		Article 4, Section 418
Fraternal Organization	C	P			P		Article 4, Section 438

Commercial Use Classifications	IC	CC	WC	NC	GC		Conditions
Funeral Home	C			P	P		Article 4, Section 438
Gas Service Station					C		Article 4, Section 436
Golf Driving Range and Par 3 Course	C				P		Article 4, Section 438
Greenhouse/Horticulture Nursery	C				P		Article 4, Section 438
Group Dwelling		C					Article 4, Section 422
Horse Drawn Carriage		C					Article 4, Section 407
Hospital	C				P		Article 4, Section 418
Hotel	C	P			P		Article 4, Section 438
Ice Processing and Storage	C	P			P		Article 4, Section 438
Jail	P				P		
Laundromat	C	P		P	P		Article 4, Section 438
Library	P	P			P		
Lodge	C	P		P	P		Article 4, Section 438
Maintenance Shop	C				P		Article 4, Section 438
Marina (wet or dry)	C		P		P		Article 4, Section 438
Marine-related Storage Yard			C		C		Article 4, Section 424
Miniature Golf and Similar Outdoor Recreational Facilities	C				P		Article 4, Section 438
Mini-day Care Center	C			P	P		Article 4, Section 438
Manufactured Home Sales Lot/Office					C		Article 4, Section 437
Mortuary	C				P		Article 4, Section 438
Multi-Family Dwelling		C					Article 4, Section 422
Museum	P	P			P		
Mini-shopping Center	P	P			P		
News Stand				P			
Nursing Home	C				P		Article 4, Section 438
Office (Business, professional, government)	P	P		P	P		
Park	C	C		C	C		Article 4, Section 418
Parking Lot	P	P			P		
Plumbing Shop					P		
Police Station	P	P		C	P		Article 4, Section 418
Post Office	C	P			P		Article 4, Section 418
Printing Establishment	P	P			P		
Produce Stand and Market (excluding flea market)	C				P		Article 4, Section 438
Public Assembly Hall	C	p			P		Article 4, Section 438



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

ACTION ITEM

DOC ID: 2933

Council Meeting Date:	16 January 2020
Department:	Finance
Issue Under Consideration:	Motion to Approve Budget Preparation Calendar for Fiscal Year 2020/2021.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Debra Bivens Completed 01/08/2020 12:00 PM
 Sandra E. Yudice Ph.D. Completed 01/08/2020 5:01 PM
 Stephanie Buccione Completed 01/10/2020 12:01 PM
 Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a Budget Calendar - Fiscal Year 2020-2021 (PDF)



Fiscal Year 2020/2021 Budget Calendar

January 15, 2020 (Wednesday)	NA	Budget Initialized by Finance and Ready for Input by Departments
February 5, 2020 (Wednesday)	5:00 pm	The following due to the Finance/Administration Departments from all City Departments: • Fiscal Year 2019/2020 Year End Projections-All Accounts • Fiscal Year 2020/2021 Budget Projections – All Accounts • Fiscal Year 2020/2021 Personnel Requests • Fiscal Year 2020/2021 Vehicle Capital Requests
February 13-20, 2020	All Week	Department Head Reviews with Administrator and Finance Director
March 3-4, 2020		Administrator and Finance Review of Total Budget
March 5-12, 2020		Finance prepares Draft budget for submission to City Council
March 13-14, 2020 (Friday-Saturday)	9:00 am	City Council Annual Retreat – Wampee Power Point Budget Presentation to Council
April 1-10, 2020		Mayor and City Council to schedule individual or group sessions with Administrator/Finance Director
April 23, 2020 (Thursday)	4:00 pm	City Council Workshop #1 – Municipal Court
May 7, 2020 (Thursday)	4:00 pm	City Council Workshop #2 -- Municipal Court
May 21, 2020 (Thursday)	5:30 pm	Budget Ordinance for First Reading (at regular Council Meeting)
May 22, 2020	NA	Advertise Public Hearing and Projected Budget Totals in Newspaper
June 4, 2020 (Thursday)	4:00 pm	City Council Workshop #3 (if needed) -- Municipal Court
June 18, 2020 (Thursday)	5:30 pm	Public Hearing and Budget Ordinance for Second Reading and Adoption (at regular Council meeting).
July 1, 2020	N/A	Fiscal Year 2020/2021 Begins

Sandra E. Yúdice, Ph.D., City Administrator
Debra L. Bivens, Director of Finance



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

ACTION ITEM

DOC ID: 2878 A

Council Meeting Date:	16 January 2020
Department:	Public Works
Issue Under Consideration:	Motion to Approve Purchase and Payment to Lee Transport Equipment for a Freightliner Dump Truck in the Amount of \$116,344.00.
Amount Requested:	\$116,344.00
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	Funds were budgeted for a new scow body truck this 19/20 fiscal year. We request that these funds be used to go towards a new scow body truck.
Points to Consider:	• Replacing truck no. 1203 which was sold on GovDeals in September, 2019. • The purchase of a new scow body truck will vastly improve dependability and reliability. • The purchase of a new scow body truck should reduce repairs and maintenance costs. • We are financing this truck under a 3 year lease purchase. The total annual amounts is \$49,000.
Options:	• Council can approve the purchase of the new scow body truck at this time.
Staff Recommendation:	Staff recommends that Council approve the purchase of the new scow body truck.

Reviews:

Sandra E. Yudice Ph.D. Completed 12/27/2019 4:47 PM

Debra Bivens Completed 01/06/2020 4:56 PM

Stephanie Buccione Completed 01/10/2020 12:05 PM

Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a quote for scowbody (PDF)

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Isaac Williams

Quote # GS-11132019-G-1

Date: 11/13/2019

Phone # 843-545-4703

Fax#

PRICING:

(South Carolina State Contract for Flat Bed Bodies Number #4400019820)

Furnish and install Godwin Model #1448, 14' Flat Bed Dump Body to S.C. State Specifications. \$ 10,767.0

Add options for:

18' Scow Body in lieu of 14' Body with 1/4" floor for tandem axle installation. \$ 4,655.0

63" High headboard with no window and 24" cab shield installed. \$ 2,250.0

48" Permanent 3/16" heavy duty steel sides with reinforced top rail and scow tail. \$ 3,295.0

Mountain Tarp electric drive tarp mechanism with 24" cab shield and mesh tarp installed. \$ 2,285.0

4-Corner strobe light system installed (B12-AW) 2-in truck grill and 2-on rear of body. \$ 685.0

Hot shift PTO installed. INC

State Contract Powder Coat black paint. INC

Godwin Hoist model # GS5530 P22-8C (18-ton hoist) installed. INC

State Contract 3-way back up camera system installed. \$ 985.0

Freightliner M2 106 Chassis to attached specifications. \$ 90,922.0

Note : Scow body is 18' long from front of headboard to back of scow.

Price good for 30 days. Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: Tandem Chassis c/T 120" Paint:

Other Data:

Price: \$ 115,844.00

Special Discount: \$ -

Net Price: \$ 115,844.00

Local Option Tax: \$ -

State Sales Tax: \$ 500.00

Total Price: \$ 116,344.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers

Attachment: quote for scowbody (2878 : Public Works Dept. - Purchase of New Scowbody Truck)



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

ACTION ITEM

DOC ID: 2929 A

Council Meeting Date:	16 January 2020
Department:	Public Works
Issue Under Consideration:	Motion to approve purchase and payment of a 2019 F150 Crew Cab pick up truck to Vick Bailey Ford in the amount of \$30,904.00 for Public Works.
Amount Requested:	\$30,904.00
Is Item in Current Budget?	Yes, \$20,000 was budgeted towards the purchase of this truck. The city received insurance proceeds in the amount of \$11,575.00.
If no, please explain:	
Financial Impact:	None.
Points to Consider:	• This new truck will replace vehicle #1211 that was involved in a traffic accident on 9/7/18. • This new truck will be needed in the Grounds Maintenance Division.
Options:	Council to approve or disapprove the purchase of this truck.
Staff Recommendation:	Staff recommends the purchase of this vehicle.

Reviews:

Debra Bivens Completed 01/06/2020 4:31 PM

Sandra E. Yudice Ph.D. Completed 01/06/2020 5:02 PM

Stephanie Buccione Completed 01/10/2020 12:04 PM

Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a veh.1211.rev (PDF)

Vic Bailey Ford

David Vetter 864.585.3600 or 800.922.1365

PU-5: 2019 FORD F150 4x4 CREW CAB, FLEX FUEL, PICK UP w/ XL TRIM

Contract #: 4400020086

Standard Equipment Included:

5.0L V-8 Engine	Power Steering
Automatic Transmission	Power Brakes
A/C	Cruise Control
AM/ FM Radio	Vinyl Bench Seat
5 1/2' Pick-Up Body	Heavy Duty Rubber Floor
Power Windows and Door Locks	Trailer Tow Package

SC STATE CONTRACT PRICE:

Super Cab 4x2 (Short Bed - 6.5')	\$31,668.00	
Black Platform Running Boards -18B	-\$3,799.00	(deduct)
Limited Slip Rear Axle	\$255.00	
Rear View Camera - 76C	\$426.00	
Reverse Sensing System - 76R	Included	
Bedliner (Spray-In)	\$279.00	
LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strokes	\$450.00	
Delivery	\$825.00	
Sales Tax	\$300.00	
	\$500.00	
TOTAL SC STATE CONTRACT PRICE:	\$30,904.00	



CAPITAL ASSESSMENT FOR VEHICLE AND EQUIPMENT PURCHASES

DEPARTMENT: PUBLIC WORKS

REPLACEMENT

Equipment #	1211
Year	2010
Make	FORD
Model	F150
Body	
Style/Type	PICKUP
Mileage	54,845

CAPITAL REQUEST
Equip/Veh.

Type	PICKUP
Fiscal Year	19/20
Make	FORD
Model	F150
Body	
Style/Type	4X4 CREW CAB

JUSTIFICATIONS

TRAFFIC ACCIDENT 9/7/18

TOTAL LOSS.



TOTAL MAINTENANCE COSTS: \$4,320.50

TOTAL REPAIR COSTS: **\$1,266.30**

REPLACEMENT/NEW COSTS: \$31,000

COMPLETED BY FLEET SERVICES MANAGER

CALCULATIONS UNDER VEHICLE AND TRUCK REPLACEMENT POLICY

1 Current Year	2019 minus Purchase Year	2010	9
2 Current Mileage	54,845 divided by (12,500)		4
3 Overall Condition: 1 TO 5			4
4 Type of Service: 1 TO 5			4
5 Service History: 1 TO 5			4
6 Maintenance	1 TO 5 divided by		
Cost:	\$5,586.80 Purchase Cost:	\$16,154	100%
			3

FLEET MANAGER RECOMMENDATIONS

28 Indicates that this vehicle is obsolete/unusable.
Fleet Services recommends that this vehicle be replaced.

City of Georgetown
Form 1
Capital Improvement Program
Project/Item Request

Department: PUBLIC WORKS DEPARTMENT Date Prepared: 1/23/2019

Project/Item Name: VEHICLE REPLACEMENT

Contact Person: TIM CHATMAN

Location: GROUNDS MAINTENANCE

Department Priority: 1

Description of Item or Project:

REPLACEMENT OF 2010 FORD F150

What is the Justification for this Project/Purchase?

VEHICLE WAS TOTALED DUE TO IN A TRAFFIC ACCIDENT ON 9/7/18. CITY RECEIVED INSURANCE REIMBURSEMENT FOR \$11,575.00.

Does it replace, repair existing equipment/facilities? Does it support a new initiative?

A NEW TRUCK WILL REPLACE VEHICLE #1211 FOR GROUND MAINTENANCE STAFF.

Expenditure Schedule (\$000s)

Cost Element	Total	Year 1 FY 19-20	Year 2 FY 20-21	Year 3 FY 21-22	Year 4 FY 22-23	Year 5 FY 23-24
Architecture/Engineering Fees	\$ -					
Easement, Site Improvements, Acquisitions	\$ -					
Construction Cost	\$ -					
Furnishings & Equipments	\$ 31,000.00	31000				
Other Improvements	\$ -					
Other	\$ -					
Total Capital	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ -	\$ -

PAYMENT DATE
10/15/2018

COLLECTION STATION
COUNTER2

RECEIVED FROM
S.C.M.I.R.F.

DESCRIPTION

CLAIM # 18-0878 PW VEHICLE REAR ENDED OR BRIDGE TOTALED 2010 FORD F150 VIN#2524

City of Georgetown
P.O. Drawer 939
1134 North Fraser Street
Georgetown, SC 29440
Phone (843) 545-4000

BATCH NO.
2019-00000274

RECEIPT NO.
2019-00016026

CASHIER
Marcia Piatt

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																
Insurnce Proceed	Insurance Proceeds	\$11,575.00																
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>46992</td><td>\$11,575.00</td></tr></table>	Type	Detail	Amount	Check	46992	\$11,575.00											
	Type	Detail	Amount															
	Check	46992	\$11,575.00															
	<table><tr><td>Total Cash</td><td>\$0.00</td></tr><tr><td>Total Check</td><td>\$11,575.00</td></tr><tr><td>Total Charge</td><td>\$0.00</td></tr><tr><td>Total Wire</td><td>\$0.00</td></tr><tr><td>Total Other</td><td>\$0.00</td></tr><tr><td>Total Remitted</td><td>\$11,575.00</td></tr><tr><td>Change</td><td>\$0.00</td></tr><tr><td>Total Received</td><td>\$11,575.00</td></tr></table>		Total Cash	\$0.00	Total Check	\$11,575.00	Total Charge	\$0.00	Total Wire	\$0.00	Total Other	\$0.00	Total Remitted	\$11,575.00	Change	\$0.00	Total Received	\$11,575.00
	Total Cash	\$0.00																
	Total Check	\$11,575.00																
	Total Charge	\$0.00																
	Total Wire	\$0.00																
	Total Other	\$0.00																
	Total Remitted	\$11,575.00																
Change	\$0.00																	
Total Received	\$11,575.00																	

Customer Copy

Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

VOID

VOID

S.C.M.I.R.F.

PO BOX 12109 Columbia, SC 29211

CLAIM NO: SF-18-0878-0002

LOSS DATE: 9/7/2018

DATE: 10/10/18

CHECK NO.: 46992

POLICY NO: P-SQMRF-1070-2018

INSURED'S NAME: City of Georgetown

CLAIMANT NAME:

ELEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE AND 00 / 100 Cents*****

DOLLARS \$ 11,575.00

PAY TO
THE
ORDER OF: City of Georgetown

Void after 120 days

J. Wayne Bary

AUTHORIZED SIGNATURE

National Bank of S.C.
Columbia, SC 29202

CASHIER: For your protection, require two IDs from payee.

Michael J. Williams

AUTHORIZED SIGNATURE

⑈46992⑈ ⑈053901198⑈ 4545208601⑈

FEIN:

Coverage: CC

Cause of Loss:

Explanation of Payments -

Per the Everett Smith TLE emailed on 10/4/18 minus the deductible.

If you have any questions concerning this payment, please
contact: Rembert Williams at (803)933-1253City of Georgetown
1134 N. Fraser Street
Georgetown, SC 29440

Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER 1FTMF1CW8AKA82524	YEAR 2010	MAKE FORD	MODEL F150	NEW/USED NEW
BODY STYLE PK	DATE ISSUED 12-16-2009	ODOMETER 3	WEIGHT 4563	TITLE NUMBER 770220213186111A
VEHICLE BRAND(S) ACTUAL MILEAGE				
FULL NAME OF OWNER(S) CITY OF GEORGETOWN 120 N FRASER ST GEORGETOWN SC 294403254		CUSTOMER NUMBER: 030089529		
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH. MARCIA S. ADAMS EXECUTIVE DIRECTOR MARK SANFORD GOVERNOR				

040964658

Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



SC Municipal Insurance and Risk Financing Fund

1411 Gervais Street
PO Box 12109
Columbia, SC 29211
Phone: 803.799.9574
Fax: 803.933.1295
Web: www.masc.sc

Date 10/4/2018

Stock 23469887

Claim Number SF-18-0878-0002

Power of Attorney

I hereby appoint SCMIRF my attorney-in-fact, to apply for Certified, or Duplicate Certificate of Title to (and/or) transfer one:

Vehicle year: 2010, Make: Ford, Model: F150 with
VIN: 1FTMF1CW8AKA82524 and for said purpose(s) to sign my name
and to all things necessary to this appointment.

Carey F. Smith
Signature of owner/owners

Shupe Anderson
Witness's Signature

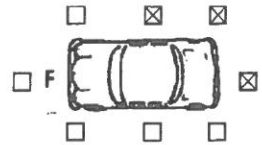
Carey F. Smith
Printed name of owner/owners

417 Wood St., Georgetown, SC 29440
Address of owner/owners

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

EVERETT SMITH & ASSOCIATES, INC.
 * APPRAISALS ANYWHERE IN SC *
 CENTRAL DISPATCH 803-731-0317

Please check the box
 showing the areas of damage.



TOTAL LOSS EVALUATION

TOTAL LOSS ☒ YES ☐ NO		TYPE OF LOSS ☒ COLL ☐ COMP ☐ CLAIMANT ☐ UMPD		TOWING \$		LABOR/TEARDWN \$		STORAGE PER DAY \$	
VEH INFO: Owners Name CITY OF GEORGETOWN				Year 2010		Make FORD		Model F150	
VIN 1FTMF1CW8AKA82524				LIC MG51786		Mileage 62735		Drivable? ☐ Yes ☒ No	
☒ 2 door ☐ 4 door Packages XL				Truck: ☐ Long bed ☒ Short bed		☒ Straight Side ☐ Flair Side			
YES	VEH OPTIONS	YES	VEH OPTIONS	YES	VEH OPTIONS				
☒	AC	☐	Vinyl Top	☐	Soft Top	PAINT COLOR: WHITE			
☒	PW Steering	☐	Rear Defogger	☐	Hard Top	3 STAGE PAINT: NO			
☒	PW Brakes	☐	Digital Dash	☐	PW Sunroof	ENGINE (CYL/LTR): 4.6 V8			
☒	Cruise Control	☒	Drivers Air Bag	☐	☐ Glass ☐ Steel	TRANSM/SPEEDS: AT/OD			
☒	Tilt Wheel	☒	Pass Air Bag	☐	Manual Sunroof	TIRES (32nds)			
☒	AM-FM Stereo	☒	Side Air Bags	☐	T-Top	REMAINING: LF 7/32 RF 6/32			
☐	AM-FM Stereo Tape	☐	Dual A/C	☐	Alloy/Alum Wheels	LR 8/32 RR 5/32			
☐	Stereo CD	☒	Anti-Lock	☐	Chrome Wheels	INTERIOR TYPE: VINYL			
☐	PW Drivers Seat	☐	Keyless Entry	☒	Trailer Pack	SPECIAL EQUIPMENT:			
☐	PW Passenger Seat	☐	Theft Alarm	☒	Bed Liner				
☒	PW Windows	☐	Navigational System	☐	Chrome Bed Rails				
☐	PW Antenna	☒	Bucket Seats	☐	Rear Slider				
☐	PW Trunk	☐	Privacy Glass	☒	Tool Box				
☒	PW Locks	☐	Rear Spoiler	☐	Running Boards				
☒	PW Mirrors	☐	Luggage Rack	☐	Aux Fuel Tank				
				☒	Rear Step Bumper				
OLD DAMAGE									
SHOW ITEM AND AMOUNTS									
BETTERMENT EXPLANATION									
BUYER		SALVAGE BIDS		TOTAL LOSS BASIS			REPAIR COST		
		PHONE		BID AMOUNT					
				\$		RETAIL BOOK VALUE		\$ 12000.00	
				\$		DEALER QUOTE/COMP AD		\$ 12150.00	
				\$		AVG BOOK/QUOTES		\$ 12075.00	
						(OPTIONAL)		\$	
MOVE TO SAL POOL		NAME OF POOL / STOCK#:		CONDITON ADJUMENTS (+/-)		\$		TOTAL DEDUCTIBLE	
☐ YES ☐ NO				ACV		\$ 12075.00		SETTLEMENT AMOUNT	
PERMISSION		BY WHOM:		TAX RATE % 5		\$ 500.00		HIDDEN DAMAGE POTENTIAL	
☐ YES ☐ NO				DEDUCTIBLE		\$		PROJECTED LOSS OF USE	
						\$ 12575.00			
				SALVAGE VALUE		\$ 2400.00			
DEALERSHIP		SALESMANAGER / PHONE#:		CASH PRICE		IN STOCK		EXPLAIN HOW ARRIVED AT BOOK PRICE	
						YES NO		RETAIL BASE	
WEB AD		CARGURU.COM		\$ 10995.00		☒ ☐		\$	
WEB AD		TRI STAR		\$ 12988.00		☒ ☐		\$	
WEB AD		ARCHER		\$ 12488.00		☒ ☐		\$	
ECA RATING		COMMENTS		APPRAISER'S REMARKS					
TRANS G				☐ Repairable: Shop Information & Contact. ☒ Total: Vehicle location/phone #.					
ENGINE G				Remarks: CITY OF GEORGETOWN SHOP 125 N KAMINSKI ST GEORGETOWN SC.					
PAINT G				SUZANNE ANDERSON 843-545-4004					
INT G									
BODY G									
TIRES G									
(FRT) G									
(REAR) G									
				Shop Tax ID #					
CLAIM NUMBER:		OUR FILE NUMBER:		APPRAISER LOCATION/PHONE:		SHOP OF OWNER'S CHOICE?			
SF-18-0878-0002		144740		MYRTLE BEACH SC		☐ YES ☒ NO			
REPAIR TIME:		COPY OF ESTIMATE GIVEN TO		SIGNATURE OF APPRAISER		DATE:			
OWNER?				MIKE MATHIS		10-2-18			
TL DAYS		☐ YES ☒ NO							

ANPAC Appraisal Report (Revised 4/06)

CB-54B (5-07)

Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)

**CITY OF GEORGETOWN
FIXED ASSETS - DISPOSAL & TRANSFER FORM**

Instructions:

1. Must be submitted for all asset disposals and transfers.
2. Forward form to Finance - Attention Accountant

ASSET

Manufacturer:	FORD	Year Made:	2010
Model/Number:	F150	Serial Number:	1FTMF1CW8AKA82524
Original Cost:	16,154.00	Vehicle Number:	1211
Description:			

DISPOSAL

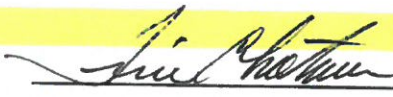
Include items sold on GovDeals, scrapped for parts or sold as scrap. If sold as scrap, attach a copy of the check and receipt.

To Be Sold:	Yes _____	No _____	Estimated Value:	_____
Date Disposed:	10/2/2018			
Reason for Disposal:	VEHICLE WAS TOTALED DUE TO VEHICLE INCIDENT ON 9/7/18.			

TRANSFER

Date Transferred:	_____	To Department:	_____
Transferred From Department:	_____		

SIGNATURE

Department Manager:		Date:	10-31-18
---------------------	---	-------	----------

FINANCE

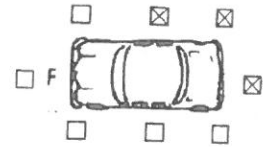
Asset Number:	_____	Asset Value:	_____
Classification:	_____	Depreciation:	_____
Date Purchased:	_____	Book Value:	_____

[Share > Public > Forms > Fixed Asset Disposal & Transfer Form]

Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)

EVERETT SMITH & ASSOCIATES, INC.
 * APPRAISALS ANYWHERE IN SC *
 CENTRAL DISPATCH 803-731-0317

Please check the box
 showing the areas of damage.



TOTAL LOSS EVALUATION

TOTAL LOSS ☒ YES ☐ NO		TYPE OF LOSS ☒ COLL ☐ COMP ☐ CLAIMANT ☐ UMPD		TOWING \$	LABOR/TEARDWN \$	STORAGE PER DAY \$
VEH INFO: Owners Name CITY OF GEORGETOWN						
VIN 1FTMF1CW8AKA82524		LIC MG51786		Year 2010	Make FORD	Model F150
☒ 2 door ☐ 4 door Packages XL		Truck: ☐ Long bed ☒ Short bed ☒ Straight Side ☐ Flair Side		Mileage 62735		Drivable? ☐ Yes ☒ No
YES	VEH OPTIONS	YES	VEH OPTIONS	YES	VEH OPTIONS	
☒	AC	☐	Vinyl Top	☐	Soft Top	PAINT COLOR: WHITE 3 STAGE PAINT: NO ENGINE (CYL/LTR): 4.6 V8 TRANSM/SPEEDS: AT/OD TIRES (32nds) REMAINING: LF 7/32 RF 6/32 LR 8/32 RR 5/32 INTERIOR TYPE: VINYL SPECIAL EQUIPMENT:
☒	PW Steering	☐	Rear Defogger	☐	Hard Top	
☒	PW Brakes	☐	Digital Dash	☐	PW Sunroof	
☒	Cruise Control	☒	Drivers Air Bag	☐	☐ Glass ☐ Steel	
☒	Tilt Wheel	☒	Pass Air Bag	☐	Manual Sunroof	
☒	AM-FM Stereo	☒	Side Air Bags	☐	T-Top	
☐	AM-FM Stereo Tape	☐	Dual A/C	☐	Alloy/Alum Wheels	
☐	Stereo CD	☒	Anti-Lock	☐	Chrome Wheels	
☐	PW Drivers Seat	☐	Keyless Entry	☒	Trailer Pack	
☐	PW Passenger Seat	☐	Theft Alarm	☒	Bed Liner	
☒	PW Windows	☐	Navigational System	☐	Chrome Bed Rails	
☐	PW Antenna	☒	Bucket Seats	☐	Rear Slider	
☐	PW Trunk	☐	Privacy Glass	☒	Tool Box	
☒	PW Locks	☐	Rear Spoiler	☐	Running Boards	
☒	PW Mirrors	☐	Luggage Rack	☐	Aux Fuel Tank	
				☒	Rear Step Bumper	
OLD DAMAGE SHOW ITEM AND AMOUNTS						
BETTERMENT EXPLANATION						
BUYER	SALVAGE BIDS	BID AMOUNT	TOTAL LOSS BASIS		REPAIR COST	
	PHONE	\$	RETAIL BOOK VALUE		AGREED PRICE	
		\$	DEALER QUOTE/COMP AD AVG		SUGGESTED BETTERMENT	
		\$	AVG BOOK/QUOTES (OPTIONAL)		DEDUCTIBLE	
MOVE TO SAL POOL ☐ YES ☐ NO	NAME OF POOL / STOCK#:		CONDITON ADJUSTMENTS (+/-)		TOTAL DEDUCTIBLE	
PERMISSION ☐ YES ☐ NO	BY WHOM:		ACV		SETTLEMENT AMOUNT	
			TAX RATE % 5		HIDDEN DAMAGE POTENTIAL	
			DEDUCTIBLE		PROJECTED LOSS OF USE	
			SALVAGE VALUE			
DEALERSHIP	SALESMANAGER / PHONE#:	CASH PRICE	IN STOCK	EXPLAIN HOW ARRIVED AT BOOK PRICE		
WEB AD	CARGURU.COM	\$ 10995.00	☒ YES ☐ NO	RETAIL BASE		
WEB AD	TRI STAR	\$ 12988.00	☒ YES ☐ NO			
WEB AD	ARCHER	\$ 12488.00	☒ YES ☐ NO			
ECA RATING	COMMENTS		APPRAISER'S REMARKS			
TRANS G			☐ Repairable: Shop Information & Contact. ☒ Total: Vehicle location/phone #.			
ENGINE G			Remarks: CITY OF GEORGETOWN SHOP 125 N KAMINSKI ST GEORGETOWN SC.			
PAINT G			SUZANNE ANDERSON 843-545-4004			
INT G						
BODY G						
TIRES G						
(FRT) G						
(REAR) G						
CLAIM NUMBER:	OUR FILE NUMBER:	APPRAISER LOCATION/PHONE:	SHOP OF OWNER'S CHOICE?			
SF-18-0878-0002	144740	MYRTLE BEACH SC	☐ YES ☒ NO			
REPAIR TIME:	COPY OF ESTIMATE GIVEN TO	SIGNATURE OF APPRAISER	DATE:			
OWNER?		MIKE MATHIS	10-2-18			
TL DAYS	☐ YES ☒ NO					

ANPAC Appraisal Report (Revised 4/06)
 CB-54B (5-07)

Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)

Form 3-3

CITY OF GEORGETOWN
PROPERTY DAMAGE INVESTIGATION FORM
 FORWARD TO ASSISTANT CITY ADMINISTRATOR WITHIN 24 HOURS

Date of Damage SEPT. 7, 2018		Time 5:30 am pm	
☐ City Property Damage Model # F150 Make FORD City # 1211 Other _____		☐ Non City Property Damage Model # SW Make HONDA City # _____ Other _____	
Property Damaged REAR BUMPER / BED / FRAME		Date Reported 09 / 07 / 2018	
City Employee Receiving Report NATRONA SIMMONS			
Name of Claimant (Could be the city) DION WESTON / BRIAN BROWN		Location of Damage HWY 17 S/SAMPIT RIVER BRIDGE	
Damage Estimate		Temperature	Weather Conditions
Describe how the damage occurred (Be specific) EMPLOYEE STATEMENTS ATTACHED.			

Staff Response Arrival Time After Notification 6:00 am pm	What did the Staff find upon arrival at the damage site? CITY EMPLOYEES ALONG WITH POLICE AND HIGHWAY PATROL.
Did other circumstances delay Staff response time? Yes _____ No _____	What were the circumstances that delayed response time?
What type of work did the Staff perform at the damage site? (Be specific) CITY EMPLOYEES WERE TAKEN TO HOSPITAL FOR EVALUATIONS.	
Have any previous problems occurred at the damage site? Yes _____ No XX	What type of problems has occurred at the damage site and what were the measures taken to correct the conditions prior to the damage? NONE.

(Complete if the damage involves the electric department)

System Profile (voltage, type, pole, structures, etc.) (If electric)			
Protective Devices			
Type	Location	Rating	Did they operate?
Did outage occur			
Yes ☐ No ☐	Date / /	Time am/pm	Duration

Prepared by: NATRONA SIMMONS	Job Title OFFICE MANAGER	Date SEPT. 7, 2018
--	------------------------------------	------------------------------

Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



Attachment: veh.1211.rev (2929 : Public Works - New Pick up Truck Request)



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

ACTION ITEM

DOC ID: 2928

Council Meeting Date:	16 January 2020
Department:	Public Works
Issue Under Consideration:	Motion to approve purchase and payment of a 2019 F150 Crew Cab pick up truck to Vick Bailey Ford in the amount of \$30,904.00 for Waste Management.
Amount Requested:	\$30,904.00
Is Item in Current Budget?	Yes,
If no, please explain:	
Financial Impact:	Cost savings on maintenance and repairs.
Points to Consider:	• This new vehicle will replace vehicle #1338. • Current vehicle is over 15 years old. • Current vehicle is old and deteriorating.
Options:	Council to approve or disapprove the purchase of this truck.
Staff Recommendation:	Staff recommends the purchase of this vehicle.

Reviews:

Debra Bivens Completed 01/06/2020 4:13 PM
 Sandra E. Yudice Ph.D. Completed 01/06/2020 4:22 PM
 Stephanie Buccione Completed 01/10/2020 12:06 PM
 Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a new veh.1 (PDF)

Vic Bailey Ford

David Vetter 864.585.3600 or 800.922.1365

PU-5: 2019 FORD F150 4x4 CREW CAB, FLEX FUEL, PICK UP w/ XL TRIM

Contract #: 4400020086

Standard Equipment Included:

5.0L V-8 Engine

Automatic Transmission

A/C

AM/ FM Radio

5 1/2' Pick-Up Body

Power Windows and Door Locks

Power Steering

Power Brakes

Cruise Control

Vinyl Bench Seat

Heavy Duty Rubber Floor

Trailer Tow Package

SC STATE CONTRACT PRICE:**\$31,668.00**

Super Cab 4x2 (Short Bed - 6.5')

-\$3,799.00 (deduct)

Black Platform Running Boards -18B

\$255.00

Limited Slip Rear Axle

\$426.00

Rear View Camera - 76C

Included

Reverse Sensing System - 76R

\$279.00

Bedliner (Spray-In)

\$450.00

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

\$825.00

Delivery

\$300.00

Sales Tax

\$500.00

TOTAL SC STATE CONTRACT PRICE:**\$30,904.00**

Attachment: new veh.1 (2928 : Waste Management - New Pick up Truck Request)

City of Georgetown
Form 1
Capital Improvement Program
Project/Item Request

Department: PUBLIC WORKS DEPARTMENT Date Prepared: 1/24/2019

Project/Item Name: VEHICLE REPLACEMENT

Contact Person: TIM CHATMAN

Location: WASTE MANAGEMENT

Department Priority: 1

Description of Item or Project:

2004 CHEVORLET PICKUP TRUCK

What is the Justification for this Project/Purchase?

THIS VEHICLE IS MORE THAN 12 YEARS OLD. IT WAS PURCHASED IN 2004, HAS MORE THAN 100,000 MILES AND HIGH

MAINTENANCE COST.

Does it replace, repair existing equipment/facilities? Does it support a new initiative?

A NEW TRUCK WILL REPLACE VEHICLE #1338 DUE TO THE HIGH MAINTENANCE COST AND AGE OF THIS VEHICLE.

Expenditure Schedule (\$000s)

Cost Element	Total	Year 1 FY 19-20	Year 2 20-21	FY	Year 3 FY 21-22	Year 4 FY 22-23	Year 5 23-24	FY
Architecture/Engineering Fees	\$ -							
Easement, Site Improvements, Acquisitions	\$ -							
Construction Cost	\$ -							
Furnishings & Equipments	\$ 31,000.00	31000						
Other Improvements	\$ -							
Other	\$ -							
Total Capital	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	

Attachment: new veh.1 (2928 : Waste Management - New Pick up Truck Request)



CAPITAL ASSESSMENT FOR VEHICLE AND EQUIPMENT PURCHASES

DEPARTMENT HEAD/MANAGER:

TIM CHATMAN

DEPARTMENT:

PUBLIC WORKS

REPLACEMENT

Equipment # 1338
 Year 2004
 Make CHEVROLET
 Model C 1500
 Body
 Style/Type PICKUP
 Mileage 98,628

CAPITAL REQUEST

Equip/Veh. Type PICKUP TRUCK
 Fiscal Year 19-20
 Make FORD
 Model F150
 Body
 Style/Type 4X4 CREW CAB

JUSTIFICATIONS

AGE OF VEHICLE AND HIGH
 MAINTENANCE COSTS.



COMPLETED BY FLEET SERVICES MANAGER

CALCULATIONS UNDER VEHICLE AND TRUCK REPLACEMENT POLICY

TOTAL MAINTENANCE COSTS: \$7,604.65
 TOTAL REPAIR COSTS: \$6,432.88
 REPLACEMENT/NEW COSTS: \$31,000

- 1 Current Year
- 2 Current Mileage
- 3 Overall Condition: 1 TO 5
- 4 Type of Service: 1 TO 5
- 5 Service History: 1 TO 5
- 6 Maintenance Cost:

2019 minus Purchase Year
 98,628 divided by (12,500)
 1 TO 5 divided by
 \$14,037.53 Purchase Cost:

2003
 \$11,796.97 100%
 0

TOTAL
 16
 8
 4
 3
 4
 0
 35

FLEET MANAGER RECOMMENDATIONS

35 Indicates that this vehicle is obsolete/unusable.
 Fleet Services recommends that this vehicle be replaced.



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

ACTION ITEM

DOC ID: 2938

Council Meeting Date:	16 January 2020
Department:	Electric
Issue Under Consideration:	Motion to Approve New Pole Attachment Agreement with HTC
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	This agreement will generate revenue for annual pole rental fees at a current rate of \$22.00 per pole.
Points to Consider:	HTC has requested a franchise and permission to attach communication lines to City poles. A pole attachment agreement is necessary in addition to the franchise agreement to ensure that all attachments are reviewed for safety, that all attachments are known by City staff, that annual fees are billed and collected, and that an even playing field is maintained for all attachors. This agreement matches agreements that we have in place with other CATV providers. Upon execution of this agreement, we will bill for any existing attachments for the 2020 calendar year.
Options:	Approve or disapprove
Staff Recommendation:	Staff recommends approval

Reviews:

Alan Loveless Completed 01/07/2020 3:27 PM
 Finance Completed 01/08/2020 11:52 AM
 City Attorney Completed 01/09/2020 1:48 PM
 Sandra E. Yudice Ph.D. Completed 01/09/2020 1:50 PM
 Stephanie Buccione Completed 01/10/2020 11:55 AM
 Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a poleattblank (PDF)

POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (this "Agreement") is made and entered into the ___th day of _____, 2020 by and between The City of Georgetown, South Carolina, A Municipal Corporation and body corporate and politic of the State of South Carolina, (hereinafter called "the City"), and

 (hereinafter called "Attachor").

WITNESSETH:

WHEREAS, the City owns, operates and maintains lines and poles in the City of Georgetown, South Carolina; and

WHEREAS, Attachor desires to place certain Attachments (as defined herein) on certain poles of the City, for the limited purpose of the transmission of signals in compliance with any and all local, state or federal regulations; provided, that such transmission of signals does not interfere with the City furnishing its services to consumers, and where in the judgment of the City, safety will not be adversely affected; and

WHEREAS, the City is willing to permit Attachor, to the extent it may lawfully do so, to place its lines, cables and attachments, on certain poles of the City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

- (a) An "Attachment" or "Attachments" means any line, wire, cable, apparatus, equipment, or attachments of any kind that are attached by Attachor to a pole of the City.
- (b) For the purpose of this Agreement, the phrase "Service Drop Attachment" shall mean an attachment of Attachor's service wire or service cable that runs directly from Attachor's distribution cable to a customer's premises. The phrase "Drop Pole" is a pole owned by the City which has been installed by the City to provide required clearances for a service loop to a customer's location. Service Drop Poles to which Attachor has made service drop attachments shall count for purposes of determining annual attachment fees, and shall otherwise meet the requirements of this Agreement, except as provided in Section 4(c) of this agreement.

2. SPECIFICATIONS

- (a) All Attachments and associated poles shall be placed in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), any governing authority having jurisdiction, and the rules and practices of the City as set forth in Exhibit "A", which is attached hereto and made a part hereof, all as may be amended from time to time.
- (b) It is understood and agreed between the parties that the rules and practices set forth in Exhibit "A" may be changed by the City, or new rules and practices may be adopted by the City. Such changes and any new rules or practices must be non-discriminatory as to all attachors, reasonable, in accord with good utility practice and the NESC, and Attachor agrees to be bound by any such change or adoption.
- (c) In the event that the City should change or adopt a rule or practice, or rules and practices, for the use of poles by Attachor, the City shall give Attachor written notice of such change or adoption in the manner provided by Section 20 of this Agreement and subject to paragraph (b) above, Attachor agrees to make such changes or alterations in its installations or maintenance of its facilities as may be required in order to fully comply with the provisions of such notice to the extent required by the NESC.
- (d) No tag, brand, or other device showing Attachor's name or insignia shall be placed on, or attached to, any pole of the City.
- (e) It is the Attachor's sole responsibility and obligation to determine if the strength of the City's poles is sufficient to withstand the transverse and vertical loads imposed upon them under the NESC storm loadings assumed for the area in which they are located.
- (f) Any unbalanced loading of the City's poles caused solely by the placement of Attachor's Attachments shall be properly guyed and anchored by Attachor, at no expense to the City. All guys and anchors shall be installed in full compliance with all rules, regulations, and requirements of this Agreement prior to installation of any Attachments including, without limitation, any messenger wire or cables.
- (g) Any overloading of Attachor's Attachments shall require prior written notice to the City, in accordance with Section 4 of this

Agreement, and any overlapping must comply with all rules, regulations, and requirements of this Agreement.

Failure to comply materially with any of the aforesaid Specification (a) through (g) or any of the rules and practices set forth in attached Exhibit "A" shall be an "Event of Default". If the City elects to do any work on Attachor's behalf to cure an "Event of Default" or otherwise bring Attachor in compliance with its obligations under this Agreement, Attachor shall reimburse the City for all costs and expenses of such work.

3. ESTABLISHING AN ATTACHMENT

- (a) Except as provided in Section 2(g) and 4(c), Attachor shall not make any attachment or use any of the City's poles without first requesting and obtaining a written permit from the City using the application and permit form shown as Exhibit C and D, which is attached hereto and made a part hereof (the "Application Form" and "Permit Form"), and submission of the application fee. The Attachor shall comply with all procedures set forth in this Agreement.

The application fee shall be \$25.00 per application for applications that include no more than five (5) separate pole attachments and \$50.00 per application for applications that include six (6) or more separate pole attachments. Only after a permit has been granted authorizing the proposed attachment or attachments in writing shall Attachor make any attachment to City's poles.

- (b) If, in the reasonable judgment of the City, an attachment under the circumstances is undesirable for reasons of safety or space, the City shall have the right to reject the application or exclude any proposed Attachments from the application. In no case shall the application fee be refunded.
- (c) Together with the Application Form, Attachor shall also furnish the City with all necessary maps, indicating specifically the poles to which the Attachor wishes to attach, the Attachments to be placed on such poles, any known rearrangement of the City's fixtures and equipment necessary for the attachments, any known relocations or replacements of existing poles, and any additional poles which may be required. A "make ready" survey shall then be performed by the City to determine if the existing poles are adequate to receive the proposed Attachments of the Attachor. Within 30 days of receiving Attachor's Application Form and attachments, the City shall inform Attachor of the "make ready" cost (based on the City's method of computing costs) for all changes which will be required to accommodate the proposed Attachments. "Make ready" costs shall

include materials less salvage, labor, engineering, supervision, and overhead. Upon full payment of such “make ready” costs by Attachor, the City shall proceed with the necessary changes to accommodate Attachor’s proposed Attachments. The City shall make every effort to complete this work within 30 days of City’s receipt of Attachor’s payment of make-ready costs, or by a mutually agreed upon completion date. Upon completion of all changes and the issuance by the City of the written permit on the form attached hereto as Exhibit “D”, Attachor shall then have the right to use the poles jointly and to install the permitted Attachments in accordance with the terms of this Agreement. Attachor shall, at its own expense, install and maintain its Attachments in such manner as not to interfere with the City’s services and the services of other attachors and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. All guys and anchors shall be installed in full compliance with the rules, regulations and requirements of this Agreement prior to installation of any messenger wire or cables.

- (d) Attachor’s installed Attachments and facilities for the referenced application and permit shall be in full compliance with the NESC, other codes and requirements, good engineering design, and all applicable rules, regulations and requirements of this Agreement. Attachor shall provide the City “strand” maps and drawings upon completion of attachments. Failure to comply with this certification requirement shall be an “Event of Default”.
- (e) All poles jointly used under this Agreement shall remain the property of the City, and any payments made by Attachor under this Agreement shall not entitle Attachor to any Ownership of such poles.

4. ADDITIONAL ATTACHMENTS, MODIFICATIONS AND OVERLASHING

- (a) Subject to the exceptions set forth in Sections 2(g) and 4(c) of this Agreement, the Attachor shall not make any additional new Attachment, modify or change any existing Attachment, change any pole loading without first requesting and obtaining from the City a written permit to perform such work. In requesting a permit, Attachor shall follow the procedures established in Section 3 of this Agreement and use the Application Form shown as Exhibit “C” attached hereto.
- (b) The Attachor shall not be required to request and obtain permits from the City for “Service Drop Connections”, as defined in Section 1 of this Agreement or for overlashing, provided that the Attachor’s service wire or cable for any such connection is to an existing

attachment within the same space already occupied by one or more Attachments of the Attachor on that pole.

- (c) Attachor shall not be required to submit a permit application of obtain prior approval from the City before making Drop Pole Attachments. Attachor shall notify the City of all Drop Pole Attachments no later than 25 days after the end of the calendar quarter in which the Drop Pole Attachment was made.

5. UNAUTHORIZED ATTACHMENTS

- (a) Subject to the exceptions set forth in Sections 2(g) and 4(c), the Attachor shall not attach any Attachment to any pole of the City or make any other changes referred to in Section 4(a) of this Agreement without obtaining a written permit from the City in accordance with the procedures established under Section 3 of this Agreement. Failure to substantially comply with the aforesaid procedures and obtain the required written permit shall be an "Event of Default", and any Attachment made by Attachor without first obtaining the required permit shall be an "Unauthorized Attachment, the City may, without prejudice to its other rights and remedies under this Agreement, require Attachor to submit an Application Form and a written certification for such Unauthorized Attachment using the Application Form attached hereto as Exhibit "C". If a completed Application Form is not received by the City within 30 days after written notices of the Unauthorized Attachment is given to Attachor, the Attachor shall immediately remove the Unauthorized Attachment or the City may remove such Attachment without liability. In that event, the Attachor shall pay the City the reasonable, actual costs incurred in the removal of such Attachment.
- (b) No act or failure to act by the City with regard to any Unauthorized Attachment shall be deemed as ratification or the licensing of such Unauthorized Attachment.

6. EASEMENTS AND RIGHTS-OF-WAY FOR ATTACHOR'S ATTACHMENTS

Each party hereto shall be responsible for obtaining its own easements and rights-of way, except Attachor shall have the right to use any City easements or rights-of-way designated for compatible purposes. The City does not warrant or assure to Attachor any right-of-way privilege or easements. The City shall have no liability if Attachor shall at any time be prevented from placing or maintaining its Attachments on the City's poles. Attachor shall have the sole responsibility, at its own expense, to defend any easement or right-of-way from any challenge to Attachor's presence therein, and the City shall not be liable to Attachor in the event that an

easement or right-of-way is held invalid to support Attachor's presence therein. Joint use of rights-of-way, underground conduit, and underground trenches are not included within the scope and intent of this Agreement.

7. MAINTAINING POLES AND ATTACHMENTS

- (a) Whenever right-of-way considerations or public regulations make relocation of a pole with one or more attachments necessary, such relocation shall be made by the City at its own expense, except each party shall bear the cost of transferring its own Attachments to the relocated pole.
- (b) Whenever the City determines it is necessary to replace or relocate a pole with one or more attachments, the City shall give the Attachor written notice of such replacement or relocation (except in case of emergency, when verbal notice will be given). The Attachor shall either remove its Attachments or transfer them to the new or relocated pole within 45 days after the old pole is replaced or relocated by the City. The Attachor shall bear the cost of transferring its own Attachments to the new or relocated pole.

The Attachor shall at all times maintain its Attachments in accordance with the specifications stated in Section 2 of this Agreement and shall keep them in safe condition and good repair.

- (c) Attachor expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors, or employees of contractors. The City expressly disclaims any warranty or representation regarding the condition and safety of its poles. The City agrees that, upon written notification, it will replace any pole that has become unserviceable at the City's cost when the City determines that the pole in question is unserviceable for its intended original purpose. The Attachor shall bear the cost of transferring its own Attachments to any new pole installed to replace an unserviceable pole.
- (d) No more than once in any three (3) year period the City may conduct field surveys to verify the accuracy of pole attachment records and compliance with specifications set forth in this Agreement. Attachor shall pay the City its actual cost not to exceed \$3.00 per pole for each pole to which Attachor is attached for each field survey conducted by the City. Attachor shall be given 30 days advance written notice of the audit and opportunity to participate. If any field survey reveals that any work performed by Attachor, its agents, contractors or employees, negatively impacts the City's facilities, as determined in City's reasonable discretion, City shall notify Attachor of conditions, and Attachor shall make changes to

correct said conditions, at Attachor's sole cost, within thirty (30) days. If Attachor fails to complete said corrections within the thirty (30) day period, City, its agents, contractors or employees, shall have the right to perform such corrections as determined by City, and Attachor shall reimburse City any and all expenses incurred in making said corrections within thirty (30) days. The time for Attachor to make any changes shall be extended by City if the necessary action or actions require more than thirty (30) days to complete, provided Attachor provides written notice that it requires more than thirty (30) days to correct such conditions and commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the condition.

- (e) In emergency situations, to correct clearance problems or eliminate hazardous conditions, the City shall have the right to do anything necessary within good utility practice to correct any emergency problem. The City will notify Attachor of the situation within a reasonable time, and Attachor shall pay the City its portion of any emergency repair work costs.

8. REARRANGEMENT OR RELOCATION OF FACILITIES

- (a) In the event it becomes necessary for the City to use the space occupied by Attachor for its core electric service, on any pole with one or more attachments, Attachor shall, within 45 days after written notice thereof from the City, either vacate the space by removing its Attachments or shall request the City to replace the pole(s) to provide additional space at the expense of Attachor. The Attachor shall pay the City for any pole replacement costs. If there are other attachors on the subject pole(s), Attachor may pay for the replacement costs pro-rata with the other attachors; provided however, the City shall not bear any portion of such cost.
- (b) In any case where facilities of the City are required to be rearranged or relocated on any pole with one or more attachments to accommodate Attachments of Attachor, the Attachor shall pay the City the total costs incurred by the City in rearranging such facilities. Attachor shall also reimburse any other attachors on the pole for their costs of rearrangement to provide space or clearance for the Attachor's Attachments.
- (d) In the event of any changes contemplated under Section 8 (a) and (b), Attachor shall pay the entire cost of any removal, transfer or installation of its own attachments.

9. ABANDONMENT OR REMOVAL OF POLES

- (a) If the City decides at any time to abandon or remove any pole with one or more attachments and not replace it, the City shall give Attachor written notice of such abandonment or removal. The Attachor shall remove all its Attachments from such pole within 60 days after receipt of the City's written notice, and it shall be an "Event of Default" if Attachor does not remove all of its Attachments within the 60-day period. Attachor shall hold harmless the City from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, any continued presence of the Attachor's Attachments.
- (b) Attachor may at any time abandon the use of a pole by removing all its Attachments from such pole and giving the City written notice of such abandonment using the Application Form attached as Exhibit "C".

10. INDEMNIFICATION AND INSURANCE

- (a) Attachor shall indemnify, protect, save harmless and insure the City from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any workmen's compensation law or under any plan for employees disability and death benefits, and including all expenses, including attorneys' fees, incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement or removal of the Attachor's Attachments on the City's poles or by the proximity of Attachor's cables, wires, apparatus, equipment and appliances to those of the City or by any act of Attachor, its agents and employees on or in the vicinity of the City's poles. Attachor shall maintain, throughout the term of the Agreement, liability insurance with a company licensed to do business in South Carolina with a rating by Best of not less than "A-," insuring Attachor and the City (wherein the City is named as an additional insured) with regard to all damages mentioned in this Section 10.
- (b) Attachor shall take out and maintain throughout the period during which this Agreement shall remain in effect insurance that at a minimum conforms with the City's requirements as set forth herein. Such requirements may be reasonably changed by City from time to time and Attachor shall comply with such changed requirements so long as the City also imposes such changed requirements on other third parties which maintain attachments on the poles. The applicable requirements on the date of this agreement are as follows:

Public liability insurance covering the ownership liability and all operations of the City with limits for bodily injury or death of not less than \$1 million each occurrence - \$1 million aggregate per policy period and with limits for property damage of not less than \$1 million per occurrence and \$1 million aggregate for the policy period. Required insurance may be in a policy or policies of insurance, primary and excess, including the umbrella or catastrophe form.

Attachor shall furnish to the City a certificate evidencing compliance with the above requirements. This certificate shall list the City as an additional insured and will note specific cancellation language, as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days' prior written notice of such cancellation." Attachor shall also provide evidence of such insurance as will protect it and City from any and all claims under any applicable, Workmen's Compensation Laws of the state of South Carolina. Failure to maintain adequate insurance shall be an "Event of Default".

11. ANNUAL ATTACHMENT FEES

- (a) The Attachor shall pay the City an "Annual Attachment Fee" effective January 1, 2020 of \$22.00 per pole.

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

- (b) The Annual Attachment Fee shall be paid in advance for each calendar year. The City shall invoice Attachor for the Annual Attachment Fee in December in the preceding year, and it shall be due and payable within Forty Five (45) days of the date of the invoice.

- (c) The Annual Attachment Fee does not include other payments and fees under this Agreement, which shall also be payable by Attachor to the City in accordance with the terms of this Agreement.

12. DEFAULTS AND REMEDIES

- (a) It shall be an “Event of Default” if Attachor shall fail to substantially comply with any of the provisions of this Agreement or should default in any of its material obligations under this Agreement, and such failure shall not be cured within any applicable cure period set forth in this Agreement. City shall provide Attachor written notice of an Event of Default, and, within ten (10) business days of receipt of such notice, Attachor shall notify City in writing of any dispute as to whether an Event of Default has in fact occurred. Such written notice by Attachor to the City shall specify with particularity the matters disputed by Attachor. City and Attachor shall meet in good faith to discuss the dispute within ten (10) business days of the City’s receipt of Attachor’s written notice of the dispute, and the City shall thereafter render its decision regarding the Event of Default. The Attachor shall have thirty (30) days from receipt of written notice of an Event of Default or of the City’s final decision regarding a dispute about an Event of Default (whichever is later) to cure such Event of Default. The time for Attachor to cure shall be extended by City if the necessary action or actions require more than thirty (30) days provided Attachor provides written notice that it requires more than thirty (30) days to correct such conditions and commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to cure the Event of Default.

If Attachor fails to cure the Event of Default, the City may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such Event of Default or noncompliance shall have occurred. In case of such termination, no refunds shall be made to the Attachor, and Attachor’s Attachments may be physically removed by the City at the City’s sole option. All removal cost shall be borne by Attachor. The City may also pursue any and all other remedies available at law or in equity.

- (b) In addition, the City shall also have the following remedies for certain Events of Default:

- (i) If the Attachor fails to either remove its Attachments or transfer them to a new or relocated pole within 45 days after written notice that the old pole has been replaced or relocated as required under Section 7(b) of this Agreement, the Attachor shall pay the City \$10.00 per pole per day until such removal or transfer has been completed. The City may elect to complete the work of transferring Attachor's Attachments or have it completed by a third party. In that event, Attachor shall also pay the City the entire cost of such work, and the City shall not be liable for any resulting loss or damage to Attachor's Attachments or system.
- (ii) If the Attachor fails to remove, within 60 days after written notice from the City, all its Attachments from any pole to be abandoned or removed as required by Section 9(a) of this Agreement, the Attachor shall pay the City \$10.00 per pole per day until all of Attachor's Attachments have been removed from such pole. If the City's Attachments have not been removed from such pole within 60 days after the original written notice to Attachor, this \$10.00 per pole per day charge shall not commence or begin to accrue until the City's Attachments are removed from that pole. The City may elect to complete the work of removing the Attachor's Attachments or have it completed by a third party. In that event, Attachor shall also pay the City the entire cost of such work, and the City shall not be liable for any resulting loss or damage to Attachor's Attachments or system.
- (iii) If the Attachor's failure to remove or transfer its Attachments within the time required by this Agreement shall cause or require the City to make any additional trip to remove a pole after the City's construction work at that site is completed, the Attachor shall pay the City a \$25.00 fee for each such additional trip.
- (iv) If the Attachor fails to bring any Attachment into conformity with the specifications stated in Section 2 of this Agreement within 45 days after written notice of the violation from the City (if Attachor is not disputing such violation in good faith) or if not reasonably achievable by said time period, an agreed upon schedule. The City may elect to correct the Attachor's violation or have it corrected by a third party. In that event, the Attachor shall also pay the City the reasonable, actual cost of such work where Attachor is responsible for the violation.

With regard to the remedies set forth in Section 12(b) above, the parties hereto agree and acknowledge that damages caused by Attachor's continued and ongoing breach of obligations under this Agreement are difficult, if not impossible, to determine. For this reason the parties agree that the payments Attachor shall owe to the City upon any occurrence of certain "Events of Default", as specified herein above, are liquidated damages which Attachor expressly agrees are fair and reasonable and do not constitute a penalty.

13. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of the City, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the pole with one or more attachments or any other poles of the City, provided, however, that any such attachments are made in compliance with the NESC and subject to Attachor's rights outlined herein.

14. TERM OF AGREEMENT

This Agreement shall continue in force and effect for a period of five years from and after the date of this Agreement, and thereafter from year to year unless terminated by either party by giving written notice of its intention to do so not less than 60 days notice; provided, however, if Attachor does not have any attachments on the poles of the City within 180 days after the date of this Agreement, then this Agreement shall be null and void and of no further force and effect. Upon any termination of this Agreement, Attachor shall remove its Attachments from the poles of the City within 180 days after the effective date of such termination. If the Attachor fails to remove its Attachments, the City may elect to do such work and Attachor shall pay the City the reasonable, actual cost of such work.

15. WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

16. AMENDMENTS

This Agreement may be amended or supplemented at any time upon written agreement by the parties hereto.

17. PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property located on the city owned poles, and the taxes and the assessments which are levied on said poles shall be paid by the City. Any tax, fee or charge levied on the City's poles solely because of their use by Attachor shall be paid by Attachor.

18. INTEREST AND PAYMENTS

Except as may otherwise be provided in this Agreement, all undisputed amounts to be paid by Attachor to the City under this Agreement shall be due and payable within 30 days after an itemized invoice is delivered to Attachor. Any payment not made within 30 days from the due date shall bear interest at the rate of One (1) percent per month (12% per annum), until paid in full.

19. AFTER-ACQUIRED SYSTEMS

In the event the Attachor or an affiliate of the Attachor acquires a cable television system(s) after the date of this Agreement in the City's service area, the Attachor may bring that cable television system(s) under the terms of this Agreement by giving the City thirty (30) days' written notice thereof.

20. NOTICES

Any notice, request, consent, demand, statement or invoice which is contemplated to be made and given to either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of the City in the case of a notice to be given to the City, or personally delivered to the office of Attachor in the case of a notice to be given to Attachor, or (b) sent by United States mail properly addressed to the other party as follows:

(a) If notice is to the City:

Alan Loveless, PE
Electric Utility Manager
The City of Georgetown
PO Drawer 1146
Georgetown, South Carolina 29442

(b) If notice is to Attachor:

21. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of South Carolina and shall be construed under the laws of the State of South Carolina.

22. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous agreements, whether oral or written, entered into by and between the City and Attachor with respect to the subject matter of this Agreement.

23. ASSIGNMENT OF AGREEMENT

Attachor shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the City, provided no such prior consent shall be required for any transfer or assignment to any entity controlled by or under the common control of Attachor. City's consent to such assignment or transfer of this Agreement shall not be unreasonably withheld.

24. SEVERABILITY

If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase, or word to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.

25. REPRESENTATIONS

The Attachor represents to the City that existing Attachments on the effective date of the agreement were installed in conformance with the NESC in effect at the time of attachment. Attachor agrees that, within one year of execution of this Agreement a pole audit will be performed to determine compliance with this Agreement and Attachor will correct any NESC violations that were caused by Attachor to the extent required by the NESC.

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have caused this Agreement to be duly executed as of the date first above written.

THE CITY OF GEORGETOWN, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

ATTACHOR:

By: _____

Name: _____

Title: _____

Attachment: poleattblank (2938 : Approval of Pole Attachment Agreement with HTC)

EXHIBIT “A”

WORKING RULES AND PRACTICES FOR POLE ATTACHMENTS

1. Attachments to houses, buildings and meter poles shall not be included in the “made ready” survey. It shall be the responsibility of Attachor to survey these facilities and obtain code clearance for their Attachments. It shall be the responsibility of Attachor to attach at proper height, to achieve proper clearance, and construct their facilities in accordance with the *current edition* of the NESC. If Attachor finds that it cannot make an Attachment on a pole and be in compliance with the NESC, then it shall be immediately brought to the attention of the City in writing and by telephone and the pole will be re-surveyed and appropriate measures taken to make it ready for attachment.
2. All Attachor cables shall be located on the same side of each pole as any existing telephone or existing CATV cables or the City’s existing secondary conductors where practical, or as designated by the City.
3. Attachor shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire as required by the NESC.
4. No bolt used by Attachor to attach its facilities shall extend or project more than one (1) inch beyond its nut.
5. Attachor shall not install crossarms, alley arms, or cable extension arms for the support of any of its Attachments or facilities.
6. All down guys, head guys or messenger dead ends installed by Attachor shall be attached by the use of through bolts. Guys shall be placed directly behind dead-ends or angle attachments and oriented so that the tension of the applied guy shall be 180 degrees from the tension or resultant tension of the Attachment. Bucking Attachments using through bolts will be separated by at least four (4) inches. Under no circumstances shall Attachor install guys or messenger dead ends by encircling the poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.

EXHIBIT C

APPLICATION TO ATTACH GEORGETOWN, SOUTH CAROLINA

Director of Electric Utility
 City of Georgetown
 PO Box 1146
 Georgetown, SC 29442

In accordance with the terms and conditions of the current Pole Attachment Agreement, application is hereby made for Attachor to make attachments to the following poles:

<u>Pole No.</u>	<u>Pole Location</u>	<u>Type of Attachment(s)</u>	<u>QTY.Of</u>
-----------------	----------------------	------------------------------	---------------

The attached plans and drawings show the poles Attachor desires to attach to, the number and character of Attachments proposed, any rearrangements, requested with respect to existing wires, fixtures or apparatus, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new pole placement requested. Should additional information be required by City for verification of compliance with NESC or other applicable standards, the Attachor shall provide such information. Attachor certifies to the extent necessary that all rights-of-way, easements, permits and consents have been obtained from the owners(s) of the property(ies) on which the poles being attached to are currently located or will be located.

Application Fee is \$25.00 per application for applications that include no more than five (5) separate pole attachments and \$50.00 per application for applications that include six (6) or more separate pole attachments.

Total Application Fee payment of \$_____ is enclosed.

By:
 Title:
 Date:

Attachment: poleattblank (2938 : Approval of Pole Attachment Agreement with HTC)

EXHIBIT D

PERMIT TO ATTACH
GEORGETOWN, SOUTH CAROLINA

A revocable, nonexclusive permit is hereby issued to make the Attachments described below (copy of original application is attached):

Description

Estimated Make Ready (If applicable):

License granted _____, 20_____, Subject to Attachor's approval of the changes and rearrangements described above at an estimated cost to Attachor of \$_____ payable in advance to Georgetown, South Carolina.

By:

Title:

Date:

If Make-Ready Costs are applicable, Attachor shall sign below, and submit full payment along with a copy of this Permit, to City.

The above description and estimated costs of make-ready work is approved and advance payment is enclosed. Attachor understands that final billing will be based on actual construction costs.

By Title:

Date:

Attachment: poleattblank (2938 : Approval of Pole Attachment Agreement with HTC)



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

ACTION ITEM

DOC ID: 2939

Council Meeting Date:	16 January 2020
Department:	Electric
Issue Under Consideration:	Motion to Approve Purchase Order and Payment to Sumter Utilities in the Amount of \$250,000.00 for Miscellaneous Capital Upgrade Projects
Amount Requested:	\$250,000
Is Item in Current Budget?	Yes
If no, please explain:	
Financial Impact:	
Points to Consider:	We budget \$250,000 annually to keep a contract crew on hand for miscellaneous capital work. Much of the time, the projects involve reconductoring overhead primary lines to replace old deteriorated lines, replacing deteriorated poles, and building new lines to serve new customers. Some of this work is done in conjunction with City crews. Our current purchase order with Sumter Utilities (for general contract labor) is about to expire, so we are proposing to execute the purchase order for capital work to get us through the remainder of the year. As was the case in June when we last executed a purchase order with Sumter, our bid process in August of 2018 included provisions to extend contract services for two additional years after the initial contract year if both parties agree to rates. This purchase order will be at the same rates as are currently in place.
Options:	Approve or disapprove
Staff Recommendation:	Staff recommends approval

Reviews:

Alan Loveless Completed 01/07/2020 3:52 PM
 Debra Bivens Completed 01/08/2020 11:53 AM
 Sandra E. Yudice Ph.D. Completed 01/08/2020 4:53 PM
 Stephanie Buccione Completed 01/10/2020 11:55 AM
 Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

Updated: 1/7/2020 3:52 PM by Alan Loveless (Page 1)



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

ACTION ITEM

DOC ID: 2947

Council Meeting Date:	16 January 2020
Department:	Administration
Issue Under Consideration:	Motion to approve a Resolution authorizing acknowledgement and consent to lease assignment to SBA TOWERS X, LLC.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Sandra E. Yudice Ph.D. Completed 01/10/2020 12:32 PM

Stephanie Buccione Completed 01/10/2020 2:34 PM

Georgetown City Council Pending 01/16/2020 5:30 PM

Attachments:

1. a Resolution Authorizing Assignment of SCANA Ground Lease Agreement_ (PDF)
2. b SCANA assignment of ground lease request 01-04-20 (003) (PDF)

STATE OF SOUTH CAROLINA) **RESOLUTION**
) **AUTHORIZING LEASE ASSIGNMENT**
CITY OF GEORGETOWN)

WHEREAS, the City of Georgetown is a municipal corporation organized under the laws of the State of South Carolina and possesses all general powers granted by the Constitution and statutes to such public entities; and

WHEREAS, The City as Landlord and SCANA Communications as Tenant entered into a Ground Lease Agreement dated March 20, 1998, with an effective date of February 1, 1998, (the “Agreement,” EX. A) whereby Tenant leases from Landlord a site (the “Leased Property”) within that certain parcel of real property situated in Georgetown County, South Carolina, which tract is more particularly described as a portion of the Department of Utilities Site, as further described in the Agreement, authorized by ordinance of City Council, March 19, 1998; and

WHEREAS, The Agreement was amended to extend the term and amend various other provisions of the Agreement, in a First Amendment to Ground Lease Agreement, executed April 24, 2014 (“the Amendment,” EX. B); and

WHEREAS, Under the Agreement, Tenant is authorized to assign its lease only upon receiving written consent from the Landlord, which shall not unreasonably be withheld, (See EX. A, Sec. 14); and

WHEREAS, The Landlord City is in receipt of a letter dated January 4, 2020, from Spirit Tower Company, LLC f/k/a SCANA Communications, Inc., advising the City it has entered into an Agreement with SBA Towers X, LLC (“SBA”) may take assignment of the Lease Agreement, as amended (EX. C); and

WHEREAS, Tenant is required to provide the City with thirty (30) days notice of any assignment; and

WHEREAS, the assignee shall agree in writing to assume and perform all of the terms and conditions of this lease, if assigned; and

WHEREAS, Tenant asserts in writing it will provide the City with “a recorded copy of the Assignment and Assumption Agreement signed by both Spirit and SBA” upon execution, incorporating all terms of the Lease Agreement and First Amendment; and

WHEREAS, the City recognizes the need for communications providers to keep pace with rapidly changing technologies to serve the citizens of the city in a dynamic environment;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Georgetown as follows:

Consistent with the provisions of the Ground Lease Agreement dated March 20, 1998, and the First Amendment to Ground Lease Agreement dated April 24, 2014, the City of

Georgetown consents to Lease Assignment to SBA Towers X, LLC: Ground Lease Agreement, Communications Tower at 120 North Congdon St., as amended. This Consent is predicated upon Tenant's promise of delivery of "a recorded copy of the Assignment and Assumption Agreement signed by both Spirit and SBA" upon execution, incorporating the Lease Agreement and First Amendment as referenced hereinabove. Failure of such delivery shall authorize the City to revoke its Consent.

All resolutions or parts thereof inconsistent with the provisions of this Resolution are repealed to the extent of conflict or inconsistency.

APPROVED this ____ day of _____ 2020.

ATTEST:

CITY OF GEORGETOWN
a Municipal Corporation

Stephanie Buccione
City Clerk

Brendon M. Barber, Sr.
Mayor

APPROVED AS TO FORM:

Elise F. Crosby
City Attorney



PENNINGTON

L A W F I R M , L L C

GARY C. PENNINGTON, ESQUIRE*
GARYPENNINGTON@PENNLAWFIRM.COM
 *ALSO LICENSED IN GEORGIA

January 4, 2020

VIA EMAIL AND FEDEX

Ms. Sandra E. Yúdice, Ph.D.
 City Administrator
City of Georgetown
 417 Wood Street
 Georgetown, South Carolina 29440

Re: Ground Lease Agreement by and between the City of Georgetown, South Carolina and SCANA Communications, Inc. dated March 20, 1998, as amended by that First Amendment to Ground Lease Agreement dated April 24, 2014 (collectively, the "Lease"), relating to that communications tower site located at 120 North Congdon Street, Georgetown, South Carolina (the "Property")

(Georgetown Tower Site)

Dear Ms. Yúdice:

I hope this letter finds you well. My client, Spirit Tower Company, LLC ("Spirit"), formally known as SCANA Communications, Inc., has entered into an agreement with SBA Towers X, LLC ("SBA") under which SBA may purchase the communications tower subject of the Lease, and take an assignment from Spirit of the above-referenced Lease. Under Section 14 of the Lease, the City's prior written consent is required for an assignment of the Lease, which consent shall not be unreasonably withheld. A copy of the Lease is attached for your convenience.

Under the terms of its agreement with SBA, Spirit will remain liable for all obligations under the Lease occurring before the assignment of the Lease to SBA. SBA will be liable for all obligations under the Lease after the date of the assignment. To the extent the transaction closes, I will send to you a copy of the recorded Assignment and Assumption Agreement signed by both Spirit and SBA whereby SBA shall have assumed the Lease and agreed to perform and be bound by the covenants and conditions of the Lease required to be performed and observed by Spirit. Obtaining the City of

23A Market, Unit 1
 Beaufort, South Carolina 29906
 803-929-1070 (O)
 803-306-3820 (M)
www.pennlawfirm.com

Attachment: SCANA assignment of ground lease request 01-04-20 (003) (2947 : Resolution - SBA TOWERS X, LLC)

Ms. Sandra E. Yúdice, Ph.D.
January 4, 2020
Page 2 of 2

Georgetown's written consent to assign the Lease to SBA is a condition precedent to closing the transaction; therefore, time is of the essence.

The assignment of the Lease to SBA will have no impact on any subleases currently in place for the use of the Property and the tower. Each sublease will be assigned to SBA as well. Also, the assignment of the Lease shall have no impact on the City's rights to use the tower, as outlined in Section 5 of the First Amendment.

Please, therefore, arrange to have this letter signed acknowledging the City of Georgetown's consent to the assignment of the Lease by Spirit to SBA and return it to me at your earliest possible convenience in the FedEx envelope provided, and also email a signed copy of the letter to my email address below.

If you have any questions or comments, please do not hesitate to contact me at (803) 929-1070 or email me at garypennington@pennlawfirm.com.

Sincerely,

PENNINGTON LAW FIRM, LLC

Gary C.
Pennington

Digitally signed by
Gary C. Pennington
Date: 2020.01.04
18:29:47 -05'00'

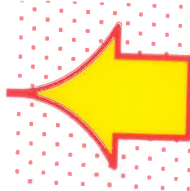
Gary C. Pennington

Enclosures

**ACKNOWLEDGEMENT & CONSENT
TO LEASE ASSIGNMENT TO SBA:**

CITY OF GEORGETOWN, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____



CLP#	GL-0006
E-File#	
Archive	CR04210305
GROUND LEASE AGREEMENT	
City of Georgetown	

GL-0006

RETURN TO
SCANA COMMUNICATIONS, INC.

THIS GROUND LEASE AGREEMENT (this "Agreement" or this "Lease"), made this 20th day of March, 1998, between the City of Georgetown, South Carolina, a municipality (hereinafter designated as **LANDLORD**) and SCANA Communications, Inc., a South Carolina corporation (hereinafter designated as **TENANT**).

For Ten (\$10.00) Dollars paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, **LANDLORD** and **TENANT** agree:

1. **Premises.** **LANDLORD** hereby leases to **TENANT** and **TENANT** leases from **LANDLORD** a site (the "Leased Property") within that certain parcel of real property (the "Tract") situated in Georgetown County, State of South Carolina, which Tract is more particularly described as a portion of the Department of Public Utilities Site, together with ingress and egress for pedestrian and vehicular use. The Leased Property and ingress and egress area are more fully described in Exhibit "A" and on Exhibit "B" which are both attached hereto and made a part hereof.

LANDLORD hereby grants to **TENANT** the right to survey the Leased Property and Tract, and upon such action and approval of the survey by **LANDLORD**, this Agreement may be amended to substitute the legal description of the Leased Property prepared from said survey for Exhibit "B."

2. **Term.** The initial term of this Agreement (the "Initial Term") shall be five (5) years beginning on the 1st day of February, 1998.

TENANT shall have the option to extend the term of this Lease for four (4) additional five year periods (collectively, the "Extension Terms" and, individually, the "Extension Term"). **TENANT** shall be deemed to have exercised its option as to each Extension Term unless **TENANT** delivers written notice to **LANDLORD** to the contrary not less than ninety (90) days prior to the end of the then existing Initial Term or Extension Term, as the case may be. Except as provided in Paragraph 3 of this Agreement, all terms and conditions of this Agreement shall remain in full force and effect during the Extension Terms.

If at the end of the last Extension Term, this Agreement has not been terminated by written notice of either party at least ninety (90) days prior to the end of such term, or has not otherwise been terminated pursuant to the terms of this Agreement, this Agreement shall be deemed further extended upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (collectively, the "Annual Terms" and, individually, the "Annual Term"), until terminated by either party upon written notice to the other of its intention to so terminate at least ninety (90) days prior to the end of such Annual Term or as otherwise provided herein. The Initial Term, the Extension Terms, and the Annual Terms are hereinafter collectively referred to as the "Term."

APR 21 1998

Attachment: SCANA assignment of ground lease request 01-04-20 (003) (2947 : Resolution - SBA TOWERS X, LLC)

3. **Rent.** During the Initial Term, **TENANT** shall pay an annual rental payment of Seven Thousand Two Hundred Dollars (\$7,200.00) to be paid in equal monthly installments on the first (1st) day of each month in said term, in advance, to **LANDLORD** or to such other person, firm or place as **LANDLORD** may, from time to time, designate in writing to **TENANT** at least thirty (30) days in advance of any rental payment date. The annual rental for the first (1st) five (5) year Extension Term shall be Eight Thousand Two Hundred eighty Dollars (\$8,280.00); the second (2nd) five (5) year Extension Term shall be Nine Thousand Five Hundred Twenty-two Dollars (\$9,522.00); the third (3rd) five (5) year Extension Term shall be Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00); and the fourth (4th) five (5) year Extension Term shall be Twelve Thousand Five Hundred Ninety-three Dollars (\$12,593.00), each to be paid in equal monthly installments on the first (1st) day of each month in said term, in advance, to **LANDLORD** or to such other person, firm, or place as **LANDLORD** may, from time to time, designate in writing to **TENANT** at least thirty (30) days in advance of any rental payment date. The annual rental during the Annual Term(s), if any, shall be equal to the rent paid for the last full year of the last Extension Term or last Annual Term, whichever is more recent, increased by 3%, to be paid in equal monthly installments on the first (1st) day of each month in said term, in advance, to **LANDLORD** or to such other person, firm, or place as **LANDLORD** may, from time to time designate in writing to **TENANT** at least thirty (30) days in advance of any rental payment date.

TENANT shall have the option of paying the annual rental payment for the Initial Term, the Extension Terms, and the Annual Term(s) as a lump sum on or before the first day of the Initial Term or each anniversary thereof during the Initial Term, or the first day of each Extension Term or each anniversary thereof during such Extension Term, or on the first day of each Annual Term, as applicable. Rent for any partially leased month or year during the Term shall be pro-rated based on the number of days of the Term in said month or year, as applicable. In the event of early termination of any Term for any reason except Tenant's breach, **LANDLORD** shall have the duty to reimburse pre-paid rent for the unexpired portion of any pre-paid Term, which duty shall survive termination of this Lease.

4. **Use.** Subject to the provisions regarding interference with **LANDLORD**'s operations set forth in this Agreement, and only with prior, close coordination with **LANDLORD**, **TENANT** may use the Leased Property for the purpose of constructing, maintaining, operating, and leasing space to third parties on or at, a communications facility (the "Communications Facility") and uses incidental thereto. Specifically, **TENANT** shall have the right, at its expense, to construct or otherwise erect such improvements that **TENANT** now or hereafter deems necessary or desirable on all or any part of the Leased Property, including, without limitation:

- a. a tower constructed in accordance with the Electronic Industries Association (EIA) standard TIA-EIA 222-F;
- b. buildings to shelter telecommunications equipment;
- c. generators;

- d. a security fence;
- e. subject to prior **LANDLORD** written approval, improvements on any part of the ingress and egress area for purposes of adequate access. (The foregoing improvements to the Leased Property are hereinafter collectively referred to as the "Improvements").

LANDLORD agrees that some of the Improvements may be constructed or placed on the Leased Property by sublessees of **TENANT**, although **TENANT** will be responsible for all such activities. **LANDLORD** also agrees that sublessees of **TENANT**, at their own risk or at the risk of **TENANT**, may place antennas, dishes, transmitters, receivers, and other equipment on the Leased Property.

LANDLORD shall cooperate with **TENANT** to obtain utility services for the Leased Property. **TENANT** shall be solely responsible for and shall promptly pay all charges for utilities serving the Leased Property and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service.

LANDLORD grants **TENANT** and its sublessee(s) ingress and egress to, over, across and through the Tract as are reasonably required (and so long as such ingress and egress does not interfere with **LANDLORD**'s operations) for construction, installation, maintenance, and operation of the Improvements.

LANDLORD grants **TENANT** the right to clear trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut tree limbs which may interfere with or fall upon **TENANT**'s tower, the Improvements or the Communications Facilities, providing, however, that **TENANT** does not remove any vegetation intended as vegetative screening at or around **LANDLORD**'S facility without specific permission of **LANDLORD**.

Upon termination of this Lease, **TENANT** shall, within one hundred-eighty (180) days thereafter, upon written request by **LANDLORD**, remove such Improvements, including its personal property and other fixtures as requested by **LANDLORD**, and restore the Leased Property as near as practical to its original condition, vegetation removed for construction purposes, utility lines, roadways, paving, tower foundations, building foundations, and normal wear and tear excepted. This obligation shall survive termination of this Lease. At cessation of use by **TENANT** and within 90 days prior to removal of the tower, the City of Georgetown shall have the option to purchase the tower at the then current market value as determined by an independent appraiser. In the event the Tower is declared abandoned by **TENANT**, **LANDLORD** is granted a 60 day option to own the tower in an "as is" condition.

5. **Regulatory Compliance.** **TENANT** represents that it is familiar with all applicable rules and regulations of the Federal Aviation Administration ("FAA"), the Federal Communications Commission ("FCC"), and all other government and regulatory bodies having jurisdiction over the subject matter hereof. **TENANT** expressly agrees to comply fully with all such rules and regulations.

TENANT further agrees that the Communications Facility and all Improvements will comply fully with all such rules and regulations. TENANT understands that LANDLORD is not in the business of constructing and operating facilities such as those contemplated herein and is not, and will not, be as familiar with the applicable rules and regulations, and consequently, TENANT accepts full and exclusive responsibility for compliance hereunder.

6. **Liability and Indemnity.** TENANT agrees to compensate LANDLORD for damages and to indemnify and to hold LANDLORD harmless from all claims (including, but not limited to, property damages and personal injury, including death), including costs and expenses of defending against such claims, as well as fines and penalties imposed by government and regulatory agencies, including but not limited to the FAA and FCC, through counsel designated by TENANT and approved by LANDLORD, arising or alleged to arise directly or indirectly from the occupation or use of the Leased Property by TENANT or its sublessees; the use or failure of the Communications Facility and/or the Improvements by TENANT or its sublessees; any action or activity of TENANT's agents, employees, contractors or sublessees; or the breach of this Lease by TENANT.

LANDLORD agrees to compensate TENANT for damages and to indemnify and hold TENANT harmless from all claims (including, but not limited to, property damages and personal injury, including death), including costs and expenses of defending against such claims through counsel designated by LANDLORD and approved by TENANT, arising or alleged to arise solely from acts of gross negligence or willful misconduct of LANDLORD, LANDLORD's agents, employees, contractors, or other tenants of LANDLORD occurring in or about the Leased Property or the Tract or arising out of any breach of this Lease by LANDLORD.

The indemnities described in this Paragraph 6 shall survive termination of this Lease.

Notwithstanding any other provision of this Lease, neither LANDLORD nor TENANT shall be liable for lost profits of the other party, the other party's customers or sublessees, or any other person or entity in any event or under any circumstances, whether arising from damage to the Communications Facility, the Improvements or otherwise, and each party hereto shall indemnify and hold the other harmless therefrom. There are no intended third party beneficiaries under this Paragraph or this Agreement.

THE PARTIES UNDERSTAND THAT LANDLORD WOULD NOT ENTER INTO THIS AGREEMENT EXCEPT THAT IT IS CLEARLY UNDERSTOOD THAT LANDLORD SHALL NOT BE LIABLE TO TENANT, TENANT'S SUBLESSEES, OR ANY OTHER PERSON OR ENTITY, FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER. In the event that any third party, including any sublessee of TENANT, obtains a judgment against LANDLORD for consequential damages, then in that event, TENANT agrees to indemnify LANDLORD pursuant to the foregoing paragraphs.

7. **Defaults and Remedies:**

A. Notwithstanding anything in this Lease to the contrary, **TENANT** shall not be in default under this Lease until:

(i) Fifteen (15) days after actual receipt of written notice thereof from Landlord of the non-payment of rent or other sums under this Lease, which nonpayment is not cured within said time, provided that not more than two (2) payments during any twelve (12) month period may be late without constituting a default; or

(ii) Thirty (30) days after actual receipt of written notice of any other default from Landlord which default is not cured within said time; provided, however, where any such default cannot reasonably be cured within said period, **TENANT** shall not be deemed to be in default under this Lease if **TENANT** commences to cure such default within said period and thereafter diligently pursues such cure to completion.

In the event of **TENANT** default, **LANDLORD** may, at **LANDLORD**'s option, cure **TENANT**'s default at **TENANT**'s expense or terminate this Lease without affecting its rights to demand, sue for, and collect all of its damages arising out of **TENANT**'s failure to comply.

B. Notwithstanding anything in this Lease to the contrary, **LANDLORD** shall not be in default under this Lease until thirty (30) days after actual receipt of written notice of any breach from **TENANT**, which breach is not cured within said time; provided, however, where any such default cannot reasonably be cured within said period, **LANDLORD** shall not be deemed to be in default under this Lease if **LANDLORD** commences to cure such default within said period and thereafter diligently pursues such cure to completion. In the event of **LANDLORD**'s default, **TENANT** may, at **TENANT**'s option, cure **LANDLORD**'s default at **LANDLORD**'s expense (which expense may, at **TENANT**'s option, be deducted from rent) or terminate this Lease without affecting its rights to demand, sue for, and collect all of its damages arising out of **LANDLORD**'s failure to comply.

C. The rights and remedies stated in this Lease are not exclusive. The parties, in the event of a default under this Lease, are entitled to terminate this Lease or pursue any of the remedies provided in this Lease, by law, or by equity subject to any limitations contained herein.

D. No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default; and no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

8. **Insurance.** **TENANT**, at its expense, shall maintain in force during the Term a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 insuring **LANDLORD** and **TENANT** against all liability arising out of the use, occupancy,

or maintenance of the Leased Property and appurtenant areas by TENANT, including the Communications Equipment and the Tower. A certificate of insurance will be provided if requested.

9. **Taxes.** TENANT shall pay annually during the Term an amount equal to any increase in LANDLORD's real estate taxes, and such other assessments directly attributable to any Improvement to the Leased Property made by TENANT or TENANT's sublessees. If such tax is paid by LANDLORD, TENANT shall reimburse LANDLORD for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and calculation of TENANT's pro-rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the Improvement such as, by way of example, the relevant tax assessor's designation of the value of such Improvement. Upon written request by TENANT, LANDLORD shall furnish evidence of payment of all taxes and assessments on the Tract.

10. **Sale of the Tract.** Should LANDLORD at any time during the Term decide to sell or lease all or any part of the Tract, LANDLORD shall provide TENANT with written notice of the name, telephone number, and address of the proposed purchaser or tenant not less than sixty (60) days prior to the date of the consummation of such sale or lease and such sale or lease shall be subject to this Lease and TENANT's rights hereunder.

11. **Covenant of Quiet Enjoyment.** LANDLORD covenants that TENANT shall, upon paying the rent and observing the other covenants herein upon its part to be observed, and subject always to the needs of LANDLORD regarding its operations, peaceably and quietly hold and enjoy the Leased Property during the Term without hindrance, ejection or molestation by LANDLORD or any person or entity whomsoever. LANDLORD covenants that LANDLORD is seized of good and sufficient title and interest to the Tract, including the Leased Property, and has full authority to enter into and execute and perform this Agreement.

12. **Subordination and Non-Disturbance.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt, deed of trust, mortgage or similar instrument (collectively "Mortgage") by LANDLORD which from time to time may encumber all or part of the Leased Property; provided, however, the holder of every such Mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LANDLORD's interest and TENANT's right to remain in occupancy of the Leased Property as long as TENANT is not in default of this Agreement by executing a non-disturbance agreement in a form reasonably acceptable to TENANT, which action shall constitute a condition precedent to the effectiveness of such subordination. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause.

13. **Hazardous Substances.** In the event Hazardous Substances, as said term is hereinafter defined, are discovered on, in or under the Leased Property as of the date of commencement of this Lease or hereafter, except as a result of any act or omission of TENANT,

LANDLORD, at its sole expense, may elect to institute and complete, on an emergency basis and without interference with **TENANT's** or **TENANT's** sublessees use and occupancy of the Leased Property, all proper, requisite and thorough procedures for the removal of such Hazardous Substances in accordance with all applicable laws, rules, ordinances, and regulations (the "Removal"). Unless such Hazardous Substances are deposited in, on, or under the Leased Property by an act or omission of **TENANT**, **LANDLORD** shall indemnify and hold **TENANT** and **TENANT's** sublessees harmless against any claims arising out of such Hazardous Substances, including all of **TENANT's** and **TENANT's** sublessees attorneys' fees and costs, which indemnity shall survive termination of this Lease (the "Indemnity"). **TENANT** assumes full responsibility for insuring that its use of the Leased Property will not result in contamination of or other impairment of the environmental values of it or the surrounding area. **TENANT** agrees to fully protect, indemnify and hold **LANDLORD** harmless from and against any and all claims for natural resource damages or environmental impairment resulting directly or indirectly from **TENANT'S** use of the Leased Property. In the event Hazardous Substances are discovered on, in or under the Leased Property solely as a result of any act or omission of **TENANT**, **TENANT** shall be obligated immediately to conduct the Removal with respect to and to provide the Indemnity to **LANDLORD** as to claims arising out of such Hazardous Substances. Any violation of these prohibitions shall, in addition to the provisions hereinabove, render **TENANT** liable to **LANDLORD** for any costs, including legal fees, incurred by **LANDLORD** in regards to any resulting citations, penalties or claims of any and all governmental agencies having responsibilities for environmental matters, and for any natural resource damage resulting from such violation. For the purposes hereof, "Hazardous Substances" means pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables or any other substances whose nature and/or quantity of existence, use, release, manufacture or effect renders it subject to clean up under any Federal, state or local environmental, health, community awareness or safety laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

14. **Assignment and Subletting.** **TENANT** shall not voluntarily assign or encumber its interest in this Lease or in the Leased Property, or sublease all or any part of the Leased Property, without **LANDLORD'S** prior written consent, which shall not be unreasonably withheld. **TENANT** shall provide written notification to **LANDLORD** within thirty (30) days of any such assignment or subletting. Any assignee or successor of **TENANT** shall agree in writing to assume and perform all of the terms and conditions of this Lease on **TENANT'S** part to be performed from and after the effective date of such assignment and shall enjoy all of the rights and privileges of **TENANT** under this Lease, and such assignment shall operate to release **TENANT** of its liabilities and obligations arising hereunder after the date of such assignment.

Notwithstanding anything contained herein to the contrary, **TENANT** may lease space on the tower to be constructed by it on the Leased Property, may grant easement rights thereto, and may sublet portions of the Leased Property for the placement of communications equipment and the construction of communications shelters, to sublessee without the consent of **LANDLORD**. Nevertheless, there shall be coordination and consultation with **LANDLORD** regarding the site and location of any equipment and communications shelters and access thereto. In the event **LANDLORD** determines that such leasing and/or subletting will cause interference with **LANDLORD**'s operations, **TENANT** will make such accommodations as are reasonably requested by **LANDLORD** to eliminate or minimize such interferences.

15. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier or by overnight delivery, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

TENANT: SCANA Communications, Inc.
440 Knox Abbott Dr.
Suite 240
Cayce, South Carolina 29033

LANDLORD: City of Georgetown
Attn: L. Boyd Johnson
120 North Fraser St.
Georgetown, South Carolina 29442

16. **Tenant Mortgage.** **LANDLORD** covenants and agrees that, at all times during the continuance of this Agreement, **TENANT** shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness of **TENANT** this Lease or the leasehold interest of **TENANT** created hereby, together with all of **TENANT**'S right, title and interest in and to the Improvements, and any equipment, towers or trade fixtures placed on the Leased Property by **TENANT**, provided always that no such mortgage, conveyance or encumbrance, or any foreclosure thereof, or any purchase thereunder, shall materially impair or abridge the rights of **LANDLORD**. **LANDLORD** acknowledges that any lien that it may have against such Improvements, equipment, towers, or trade fixtures shall be junior and subordinate to such lender. If requested by Tenant to do so, Landlord shall execute a lien subordination in the form reasonably requested by such lender and will provide such lender with notice of a default by **TENANT** hereunder and a right to cure such default for thirty (30) days after the receipt of such notice (unless this Lease provides for a shorter period of cure, in which case such shorter period shall apply).

17. **Condemnation.** If the whole of the Leased Property or such portion thereof as will in TENANT's sole judgment make the Leased Property unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall cause the rental payable hereunder to be reduced by such percentage as the area so condemned bears to the entire Leased Property. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation in any eminent domain proceeding for the Improvements or TENANT'S leasehold interest hereunder.

18. **Tests.** TENANT is hereby given the right to conduct surveys, soil tests, radio coverage tests, and any other test or investigation needed in TENANT's determination to or from the Leased Property and the Tract to determine if the physical condition of the Leased Property is suitable for TENANT's uses hereunder. TENANT must coordinate with LANDLORD prior to any invasive tests, to avoid any interferences with any of LANDLORD's electrical operations.

19. **Termination.** TENANT shall have the right to terminate this Lease at any time upon the occurrence of any of the following events:

(A) If the approval of or issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction and/or operation of the Communications Facility or the Improvements as described herein (the "Approvals") cannot be obtained, or is revoked (unless such revocation is the result of an illegal or improper act on the part of TENANT or TENANT, in TENANT's discretion, determines that the cost of obtaining or retaining such Approvals is unreasonable; or

(B) If TENANT determines , in its reasonable discretion exercised as soon as such conditions became apparent, based upon soil bearing tests, radio frequency propagation tests, or interference with TENANT's reception or transmission, that the Leased Property is inappropriate for the uses set forth herein.

Upon not less than thirty (30) days written notice of termination of this Lease by TENANT pursuant to the terms of Subsections (A) or (B) above, or in the event that the Approvals described in Subsection (A) above have not been received by TENANT within three hundred sixty-five (365) days (the "Cancellation Date") from the latest date of the execution of this Lease by any party (the "Execution Date"), this Lease shall automatically terminate and neither party shall have any further rights or obligations arising hereunder, except that TENANT shall have the right to remove the Communications Facility and any Improvements from the Leased Property, and except for those rights and obligations that are to survive the termination of this Lease pursuant to the express terms of this Lease. Following the Execution Date, TENANT shall make a diligent reasonable effort to obtain all of

the Approvals. **LANDLORD** agrees to cooperate with **TENANT** in securing all of the Approvals referenced in Subsection (A) above so long as said Approvals do not interfere with **LANDLORD's** operations. Upon the request of **TENANT**, **LANDLORD** shall execute and deliver such forms and applications as are necessary and appropriate to obtain such Approvals. **TENANT** reserves the right to contest and/or appeal, to the extent determined by **TENANT** in **TENANT's** sole discretion, any adverse governmental or judicial decision or determination relative to the issuance of any such Approval. All costs arising out of the procurement of such Approvals shall be borne by **TENANT**.

20. **Force Majeure.** Neither party shall be liable to the other for any loss or damage due to the failure or delay in performance hereunder resulting from any cause beyond such party's reasonable control, including, but not limited to acts of God; acts or omissions of civil or military authority; acts or omissions of the other party hereto; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; wars or warlike circumstances; or compliance with applicable regulations or directives of national, state or local governments or any department thereof (except, however, that neither party shall be relieved from liability stemming from compliance with a lawful directive of a governmental authority if the directive is in response to the failure of the affected party to comply with its regulatory compliance obligations). The party asserting the force majeure as an excuse from performance shall give the other party notice verbally within twenty-four (24) hours of the occurrence of a force majeure event, confirmed in writing within ten (10) days thereafter, such notice to state the nature of the event and the anticipated length of delay. Such party shall take all reasonable steps to mitigate the effects of any force majeure event (provided, however, that this shall not require settlement of labor disputes that are negotiated in good faith).

21. **Interference** Tenant agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to Landlord, other lessees of the Tract or neighboring landowners, including First Calvary Church. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference within a reasonable amount of time. Lessee agrees that any other tenants who in the future sublease space on Lessee's tower and/or the Leased Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to Landlord, other lessees of the Tract or neighboring landowners, including First Calvary Church. In the event any such subtenant's equipment causes such interference, Lessee will see that the interfering party takes all steps necessary to correct and eliminate the interference within a reasonable amount of time.

22. **Disclaimer of Warranties:** LANDLORD and TENANT each disclaims any and all warranties of any type, except for those specifically set forth in this Lease. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

23. **Miscellaneous:**

A. This Agreement contains all agreements, promises and understandings between LANDLORD and TENANT; and no verbal or oral agreements, promises or understandings relating to the Leased Property, the Tract, the Improvements or any other matter discussed herein shall be binding upon either LANDLORD or TENANT in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. Headings are included for convenience of reference only and neither limit nor amplify the terms of this Lease.

B. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Property is located.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

D. Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

E. If any paragraph, section, subsection, provision, sentence, clause or portion of this Agreement is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, subsection, provision, sentence, clause or portion of this Agreement; and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Agreement, and the parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions hereof would be determined to be illegal, invalid, or unenforceable.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS:

Ann U. Meren

LANDLORD:

City of Georgetown, South Carolina

BY: L. Boyd Johnson

ITS: City Administrator

Attest:

BY: Joseph C Steen Jr

ITS: City Clerk

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

)
)
PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within-named City of Georgetown, by L. Boyd Johnson, its City Administrator, and Joseph C Steen Jr, its City Clerk, sign, seal and as its act and deed, deliver the within-written instrument and that (s)he with the other witness named above witnessed the execution thereof.

Ann U. Meren

SWORN to before me this

20th day of March, 1998.

Sharon C. Dutton (LS)

Notary Public for South Carolina

My Commission Expires: 5-23-2006

Attachment: SCANA assignment of ground lease request 01-04-20 (003) (2947 : Resolution - SBA TOWERS X, LLC)

WITNESS:

Billie Kay MorrisBillie Kay Morris

TENANT:

SCANA Communications, Inc.

BY: George J. Bullwinkel, Jr.

ITS: President

Attest:

BY: Lynn M. Williams

ITS: Secretary

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within-named SCANA Communications, Inc., by George J. Bullwinkel, Jr., its President, and Lynn M. Williams, its Secretary, sign, seal and as its act and deed, deliver the within-written instrument and that (s)he with the other witness named above witnessed the execution thereof.

Billie Kay Morris

SWORN to before me this

23

day of

March

, 1998.

Billie Kay Morris (LS)

Notary Public for South Carolina

My Commission Expires: 2/28/2000

DATE: FEBRUARY 6, 1998

RE: DOWNTOWN GEORGETOWN CELL SITE, CELL SITE NO. 2-01-20198
PROPOSED TOWER HEIGHT: 240' TOWER TYPE: SELF SUPPORTING
OVERALL PROPOSED STRUCTURE HEIGHT: 240'
LOCATED: GEORGETOWN COUNTY, CITY OF GEORGETOWN, SOUTH CAROLINA

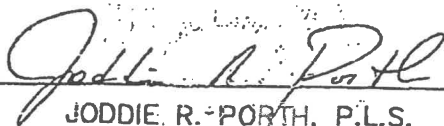
THE INFORMATION BELOW HAS BEEN CALCULATED BASED ON THE PROPOSED LOCATION OF THE TOWER/SITE AND THE BENCHMARKS ESTABLISHED ON SITE BY GASQUE & ASSOCIATES, INC.

WE STATE THAT THE LATITUDE OF 33°22'26.17" N AND THE LONGITUDE OF 79°17'36.13" W ARE ACCURATE TO WITHIN 15.0' FT. HORIZONTALLY (NAD 83); AND THAT THE PROPOSED STRUCTURE SITE ELEVATION OF 14.0 FT. IS ACCURATE TO WITHIN 3.0' FT. VERTICALLY (NAVD 29). THE HORIZONTAL DATUM (COORDINATES) ARE IN TERMS OF THE THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1929.

WE ALSO STATE THAT THE PROPOSED STRUCTURE SITE ELEVATION IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 IS 13.0'



CERTIFICATE OF AUTHORIZATION
NO. C00564


JODDIE R. PORTH, P.L.S.
SOUTH CAROLINA PROF. LAND SURVEYOR
NO. 16820

BOUNDARY DESCRIPTION OF
"LEASE SITE" AND
"ACCESS, UTILITY AND MAINTENANCE EASEMENT"
 DOWNTOWN GEORGETOWN CELL SITE
 CELL CITE NO. 2-01-20198

PORTIONS OF THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE, LYING, AND BEING IN THE CITY OF GEORGETOWN, IN THE COUNTY OF GEORGETOWN, IN THE STATE OF SOUTH CAROLINA, BEING THE PROPERTY OF THE CITY OF GEORGETOWN, AND BEING MORE FULLY SHOWN AND DESIGNATED ON A "LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENT EXHIBIT" PREPARED FOR SCANA COMMUNICATIONS, INC., BY SOUTHERN ENVIRONMENTAL SERVICES, INC., DATED JANUARY 26, 1998, AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

PARCEL NO. 1 (LEASE SITE):

BEGINNING AT AN "X" ON CONCRETE (P.O.B.) LOCATED ALONG A BEARING OF N32°19'30"W FOR A DISTANCE OF 328.54' FROM A 1" PIPE LOCATED ALONG THE EASTERN EDGE OF THE RIGHT-OF-WAY OF NORTH KAMINSKI STREET (S.C. HWY. NO. S-22-386) APPROXIMATELY 218' NORTHEAST OF THE INTERSECTION OF THE RIGHTS-OF-WAY OF NORTH KAMINSKI STREET (S.C. HWY. NO. S-22-386) AND WEST FRONT STREET (S.C. HWY. NO. S-22-87); THENCE TURNING AND RUNNING ALONG SAID PROPERTY OF THE CITY OF GEORGETOWN FOR THE FOLLOWING COURSES AND DISTANCES: S31°14'30"W FOR A DISTANCE OF 105.00' TO A 1/2" REBAR; THENCE S31°14'30"W FOR A DISTANCE OF 20.00' TO A COMPUTED POINT; THENCE N58°45'30"W FOR A DISTANCE OF 85.00' TO A 1/2" REBAR; THENCE N58°45'30"W FOR A DISTANCE OF 40.00' TO A 1/2" REBAR; THENCE N31°14'30"E FOR A DISTANCE OF 125.00' TO A 1/2" REBAR; THENCE S58°45'30"E FOR A DISTANCE OF 125.00' TO AN "X" ON CONCRETE AT THE POINT OF BEGINNING (P.O.B.), BEING 15,625 SQUARE FEET/0.36 ACRE IN AREA.

PARCEL NO. 2 (ACCESS, UTILITY AND MAINTENANCE EASEMENT):

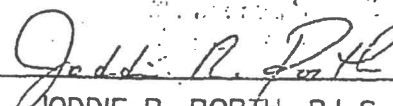
BEGINNING AT A 1/2" REBAR (P.O.B.) LOCATED AT THE WESTERN MOST CORNER OF SAID LEASE SITE; THENCE TURNING AND RUNNING ALONG SAID PROPERTY OF THE CITY OF GEORGETOWN N58°45'30"W FOR A DISTANCE OF 54.54' TO A COMPUTED POINT; THENCE TURNING AND RUNNING ALONG THE EASTERN EDGE OF THE RIGHT-OF-WAY OF NORTH CONGDON STREET (S.C. HWY. NO. S-22-40) N31°14'30"E FOR A DISTANCE OF 20.00' TO A COMPUTED POINT; THENCE TURNING AND RUNNING ALONG SAID PROPERTY OF THE CITY OF GEORGETOWN S58°45'30"E FOR A DISTANCE OF 54.54' TO A COMPUTED POINT; THENCE TURNING AND RUNNING ALONG SAID LEASE SITE S31°14'30"W FOR A DISTANCE OF 20.00' TO A 1/2" REBAR AT THE POINT OF BEGINNING (P.O.B.), BEING 1,091 SQUARE FEET/0.03 ACRE IN AREA.

PREPARED BY:

SOUTHERN ENVIRONMENTAL SERVICES, INC.
 618 HOLLY STREET
 COLUMBIA, S.C. 29250
 TELE. (803)256-0100



CERTIFICATE OF AUTHORIZATION
 NO. C00564


 JODDIE R. PORTH, P.L.S.
 SOUTH CAROLINA PROF. LAND SURVEYOR
 NO. 16820

(S.C. HWY. NO. S-22-40)
(75' R/W, PER S.C.D.O.T.)

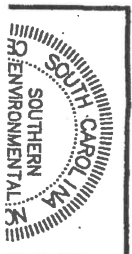
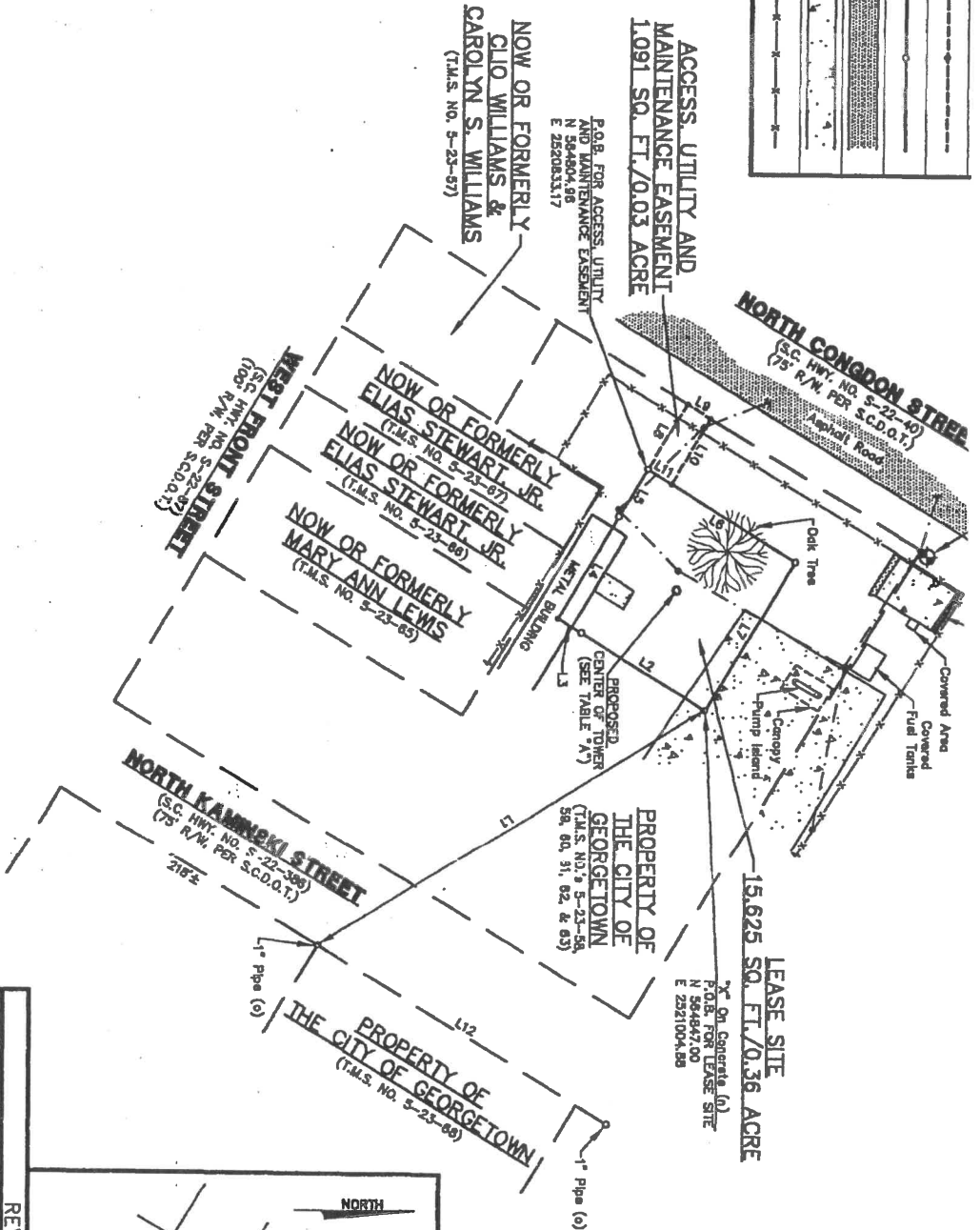


COMPUTED POINT	
1/2" REBAR (n)	
(UNLESS OTHERWISE NOTED)	
ASPHALT ROAD	
CONCRETE	
WIRE FENCE	

LINE	BEARING	DISTANCE
L1	N32°19'30"W	328.54'
L2	S31°14'30"W	105.00'
L3	S31°14'30"W	20.00'
L4	NS8°45'30"W	85.00'
L5	NS17°4'30"E	40.00'
L6	NS8°45'30"E	125.00'

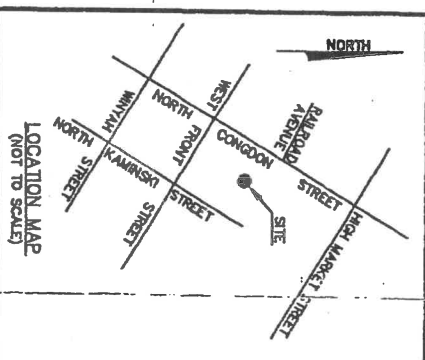
TABLE "A"
PROPOSED TOWER
N 58°42'31.82"
E 25°20'18.02"
ELEV. 13.0 (EXISTING)
LAT. 33°22'28.17"
LONG. 77°17'28.13"
PROPOSED HEIGHT=240'

BENCHMARK INFORMATION:
BENCHMARK NO. 1: P.K. NAIL IN ASPHALT AS



NO.	DATE	DESCRIPTION	BY
0		PERMIT APPROVAL	

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE CALCULATED BEARINGS AND DISTANCES FOR THE BOUNDARY LINES OF THE LEASE SITE AND EASEMENT SHOWN HEREIN ARE EQUIVALENT TO THE "AS SHOWN" APPROPRIATELY IDENTIFIED AS SHOWN.



SCALE
1" = 10'



ACCESS.
DEVELOPER
CRI

- 3) 58.58
- 4) THIS P
- 5) R2" F
- 6) AREA
- 7) REEVENING
- 1) PLAT C
- 2) OF GEI
- 3) DATED
- 4) THE OI
- 5) GEORG
- 6) PAGE
- 7) MAP O
- 8) REAL I
- 9) HARPE
- 10) RECORI
- 11) GEORG
- 12) PAGE
- 13) PAGE
- 14) PAGE
- 15) PAGE

Tenant Site Name: Georgetown

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment to Ground Lease Agreement (this "Amendment") is made by and between **THE CITY OF GEORGETOWN, SOUTH CAROLINA**, hereinafter "Landlord", and **SCANA COMMUNICATIONS, INC.**, hereinafter "Tenant". Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Landlord and Tenant entered into a Ground Lease Agreement dated March 20, 1998, with an effective date of February 1, 1998, (the "Agreement") whereby Tenant leases from Landlord a site (the "Leased Property") within that certain parcel of real property (the "Tract") situated in Georgetown County, South Carolina, which Tract is more particularly described as a portion of the Department of Utilities Site, as further described in the Agreement;

WHEREAS, Landlord and Tenant desire to amend the Agreement in order to extend the Term of the Agreement as hereinafter described; and,

WHEREAS, Landlord and Tenant desire to amend the Agreement in order to document Landlord's collocation upon the communication's facility and Landlord's right to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "C" attached hereto; and,

WHEREAS, Landlord and Tenant desire to revise various provisions of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. **Recitals.** The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. **Authority.** Landlord and Tenant each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment. Landlord represents and warrants that it has taken all appropriate actions as required by any controlling law to properly present and approve this Amendment.
3. **Additional Extension Terms.** Landlord and Tenant agree that at the expiration of the fourth (4th) Extended Term of the Agreement, the Agreement shall automatically be extended for three (3) additional five (5) year periods unless Tenant gives Landlord written notice of its intention not to exercise such

CLP # GL-0006

RCVD

Attachment: SCANA assignment of ground lease request 01-04-20 (003) (2947 : Resolution - SBA TOWERS X, LLC)

Extended Term at least ninety (90) days prior to the end of the then current Extended Term.

4. **Rent.** Section Three (3) Rent is hereby amended by inserting the following after the rent for the fourth (4th) Extension Term:

...and the fifth (5th) five year Extension Term shall be Twelve Thousand Five Hundred Ninety Three Dollars (\$12,593.00); and the sixth (6th) five year Extension Term shall be Twelve Thousand Five Hundred Ninety Three Dollars (\$12,593.00); and the seventh (7th) five year Extension Term shall be Twelve Thousand Five Hundred Ninety Three Dollars (\$12,593.00);

5. **Collocation by Landlord on Tenant's Tower.**

- a. **Reserved Tower Space.** Landlord, subject to the terms and conditions herein, shall have a non-revocable, exclusive license for the non-exclusive use of a portion of Tenant's existing tower (the "**Tower**") located on the Leased Property as set forth in Exhibit "C" attached hereto (the "**Reserved Tower Space**") for its purposes. Tenant shall have the right to substitute an equal amount of space on the Tower in the event Tenant needs the Reserved Tower Space for its own operations, or the operations of another existing or future subtenant. The substituted tower space shall be considered the Reserved Tower Space from that point forward. Under no circumstances shall Landlord license or sublease any portion of the Reserved Tower Space to third parties.
- b. **Conditions for Use by Landlord of Tower.** Landlord's equipment shall have Tenant's prior written approval and shall be in accordance with the standards and requirements of Tenant, and shall be done under the Tenant's supervision and shall be subject to Tenant's final written approval, such approval not to be unreasonably withheld. Landlord will be responsible for the cost of Landlord's initial equipment ("**Landlord's Initial Equipment**") and the installation of that approved Landlord's Initial Equipment. The supervision, approval and other activities of Tenant under this Paragraph, however, shall not constitute the waiver of any term or condition of this Amendment. Scheduling of any and all work on the Leased Property and/or Tower will be coordinated with Tenant in advance. Any future maintenance or access necessitating access by Landlord to the Leased Property and/or Tower must be coordinated with Tenant within a reasonable time not less than seventy-two (72) hours prior to work being done. All of Landlord's equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps as directed by Tenant. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of the license granted herein to Landlord by Tenant at its sole discretion.

Any inspection or approval given or done by the Tenant pursuant to this Amendment is solely for its own benefit. Tenant shall have no liability or responsibility to the Landlord or any third party as a result of any inspection or approval given by Tenant and Landlord should not rely upon the same other than for the specific purposes set forth herein.

- c. **Approved Equipment.** Any such approved equipment shall be set forth on Exhibit C attached hereto and incorporated herein. Landlord shall be required to submit an application to Tenant on a form to be provided by Tenant. Grounds for denying approval shall include, but shall not be limited to the potential for overstressing the Tower taking into account the present loading on the Tower and the anticipated additional loading by Tenant on the Tower. To the extent the approved equipment has not been decided upon between the parties prior to the execution of this Amendment, at such time as Landlord's application is submitted and approved by Tenant, and signed by both parties, it will be attached as Exhibit C to all original copies of this Amendment.
- d. **Maintenance of Landlord's Equipment.** All of Landlord's equipment shall be purchased and installed at the expense of Landlord, and all of Landlord's equipment, including, but not limited to Landlord's Initial Equipment, must be kept and maintained by Landlord at all times, at its expense, in a good state of repair and maintenance and in compliance with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this Amendment, Tenant assumes no responsibility for the licensing, operation, and/or maintenance of Landlord's radio equipment. Landlord shall defend, indemnify and save Tenant harmless from any claims or suits arising by reason of Landlord's operation of such equipment, Landlord's failure to so keep and maintain its equipment or Landlord's failure to comply with such laws, rules or regulations. Tenant assumes no responsibility for the licensing, operation or maintenance of the Landlord's equipment.
- e. **Approval of Contractors.** It is further understood and agreed Tenant must approve of, in writing, all contractors and personnel chosen by Landlord to install, maintain and operate the Landlord's equipment and that Landlord's maintenance and operation of its equipment will in no way damage or interfere with the Tenant's use of the Leased Property, Tower, antennas and appurtenances.
- f. **Abandonment of Reserved Tower Space.** Landlord shall have the option to utilize the Reserved Tower Space during the initial Five (5) year term of this Amendment. To the extent Landlord has not filed an application with Tenant to utilize the Reserved Tower Space prior to the

expiration of the initial term of this Amendment, Landlord shall lose its rights in and to the Reserved Tower Space, and Tenant shall be free to use the same for its own purposes or to lease the same to third parties.

6. **Use.** Section Four (4) Use is hereby amended by deleting reference to Tenant's utility services obligations and inserting the following after the first sentence of paragraph three (3):

Tenant shall be solely responsible for and shall promptly pay all charges for utilities serving Tenant's uses upon the Leased Property, and for the cost of the installation, maintenance, and repair of all utility meters associated with Tenant's utility service.

Landlord shall have the right to utilize one slot on Tenant's existing utility meter. Landlord shall be solely responsible for and shall promptly pay all charges for utilities serving Landlord's uses upon the Leased Property, and shall be responsible for any cost of the maintenance and repair of any utility meter slot associated with Landlord's utility service.

7. **Regulatory Compliance.** Section Five (5) Regulatory Compliance is hereby amended by inserting the following after the last sentence:

Notwithstanding the foregoing, in the event that Landlord engages in operations and construction of Landlord's equipment upon the Communications Facility, Landlord expressly agrees to fully comply with all applicable rules and regulations of the FAA, the FCC, and all other government and regulatory bodies having jurisdiction over Landlord's equipment and operations on the Tower at the Leased Property.

8. **Taxes.** Section Nine (9) Taxes is hereby amended by inserting the following after the last sentence:

Notwithstanding the foregoing, Landlord shall be responsible for the payment of any taxes or other assessments directly attributable to any Improvement to the Leased Property made by Landlord, or any other charges or taxes imposed upon the business conducted by Landlord at the Leased Property.

9. **Interference.** Section Twenty One (21) Interference is hereby amended by inserting the following paragraph after the last sentence:

Landlord agrees to install radio equipment of the type and frequency which will not cause measureable interference to Tenant and Tenant's then existing sublessee(s). In the event any after-installed Landlord's equipment causes such interference, and after Tenant has notified Landlord in writing of such interference, Landlord will take all steps

reasonably necessary to correct and eliminate the interference within a reasonable amount of time.

The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

10. **Continuing Validity of Agreement.** All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.
11. **Misnomer.** Any reference to "Lessee" shall be a reference to Tenant, and the two are one in the same.
12. **Entire Agreement.** The Agreement and this Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated below.

Ann H. Mercer
Witness

LANDLORD:

THE CITY OF GEORGETOWN,
SOUTH CAROLINA

By: [Signature] (Seal)
Name: Jack M. Seaville, Jr
Title: Mayor
Date: 04/17/14

Amanda A. [Signature]
Witness

TENANT:

SCANA COMMUNICATIONS, INC.

By: [Signature] (Seal)
Name: Oscie O. Brown, III
Title: General Manager of Operations
Date: APR 24 2014

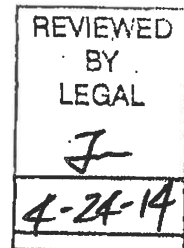


EXHIBIT C**LANDLORD'S EQUIPMENT****Antennas:**

Type: Two (2) Telewave Model ANT150F2
Mount: Upright at 240' AGL
Dimensions 60"x2.75"
Weight: 12 lbs (Antenna: 10 lbs; Clamps: 2 lbs)
Vertical Beamwidth: 38°

Transmission Lines:

Two (2) Runs of 7/8" LDF Transmission Line

Ground Equipment:

One (1) DDB Unlimited Outdoor Enclosure 46"x25"x25"
(location to be approved by SCI and sketch of as-built to be
attached to executed amendment.)

Frequencies:**Georgetown City Fire:**

Transmitting Frequency: 154.2500
Output Power: 100W
Max ERP: 180W
Call Sign: WNSU572

Georgetown Public Works Repeater Pair

Transmitting Frequency: 155.8600; 153.8650
Output Power: 100W
Max ERP: 750W
Call Sign: WNDU900

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2935)**

Meeting: 01/16/20 05:30 PM

Department: Electric

Category: Report

Prepared By: Alan Loveless

Initiator: Alan Loveless

Sponsors:

DOC ID: 2935

December 2019 Electric Utility Department Report

MAYOR
BRENDON M. BARBER, SR.

CITY ADMINISTRATOR
SANDRA E. YUDICE, Ph.D.

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
SHELDON A. BUTTS
RUDOLPH A. BRADLEY
TUPELO HUMES
AL JOSEPH
CAROL JAYROE
CLARENCE C. SMALLS

Electric Utility Department
Alan J. Loveless, P.E.
Director of Electric Utility
Office: (843) 545-4600
Fax: (843) 527-7591

January 7, 2020

Following is a brief summary of major activities in the Electric Utility Department for December 2019:

We were successful in predicting the monthly Santee Cooper system peak for the month and were running our generators at the peak shaving plant during the correct hour. There were only a few cold days that required running, and it appears that January is going to be very similar.

The contractor crew continues to work on the replacement of bad poles and reworking some primary lines in the West End area and providing occasional support to our line crew.

In early October, I attended a meeting conducted by the Green Infrastructure Center (GIC) and the SC Forestry Commission. GIC has obtained a grant to evaluate public tree inventories in communities along the east coast and provide actionable plans as to what needs to be done to make the public tree infrastructure more resilient. The City's public tree inventory will be included in this study. It appears, at first glance, that this study is exactly what we need to address the aging tree canopy in the City, especially in the Historic District. While the study will not resolve our issues for us, it should provide us with expert opinions on what our tree canopy needs. This should be in the form of recommendations that can be presented to Council for budgetary considerations in coming years. There was no additional development of this project in December.

Comments from Coastal Conservation League and Coastal Carolina University regarding our solar ordinance and interconnection agreement were not received in December as we expected them to be. They have been received in early January and are now under review. City staff will meet to discuss them and then a follow-up meeting with CCL and CCU will be scheduled.

Lee Electrical Construction has started work on Phase 1 of the Front St UG infrastructure upgrade project. The conduit bore continues to be a slow process. They are working on the final bore at this time, but are having difficulty penetrating the manhole in front the clock tower. A separate UG crew has arrived to start setting box pads and transformers, and to start pulling in UG conductors. This crew is making good progress. We are pushing them for an updated project scheduled completion date. We have also made put telephone and CATV utilities on notice that they must evacuate the duct bank behind the Times building so that it can be demolished when we complete our project.

With the sale of the former Eagle Electric property, we are making arrangements to relocate some of the materials we have stored inside the building and on the property. We have removed virtually all of our

Drawer 939
Georgetown, SC 29442

Attachment: december19 (2935 : December 2019 Electric Utility Department Report)

material and equipment from inside the building, though some of it is still being stored on site. We will work with the new property owner to accommodate his needs regarding our materials.

Cooper continues to provide us with replacement water nodes as warranty replacements to allow us to do a better job of staying ahead of failed nodes prior to billing reads. Our meter technicians are working to get these nodes installed as time permits. We are starting to experience the failure of some of the new nodes after just a few months of service. We suspect that this might be due to the fact that our AMI software package is not up to date, but we are trying to confirm this. Our software cannot be brought up to date until the City's computer network is upgraded to Windows 10 for all staff who would be using the AMI software. We should be in position to perform this upgrade within the next few weeks.

Meetings continue with representatives of Tidelands Health concerning electric service to the expanding campus. A second transformer has been placed to serve the main building, and the hospital will begin transferring load from the old transformer to the new one. This is necessary to allow them to tie in their existing service to their back-up generators. This has been completed and the old transformer has been removed. As mentioned earlier, we have also started setting poles that will allow us to provide an alternate feed to the campus and to serve the entire campus through one meter. This should fit into the CIP funding that has been approved for hospital infrastructure improvement. Some of the remaining work will probably tie in with the SCDOT widening of Black River Road, which will require the relocation of several utility poles.

We continue to be optimistic about the development of commercial property across from Wal Mart adjacent to the new credit union. With the annexation of 10.5 acres along N Fraser St, we will have to deal with the location of a Santee Electric Cooperative line that borders this property on N Fraser. This will require some legal and engineering assistance and could possibly end up in an arbitrated settlement.

The December safety meeting was held on the 13th and the topic was a year-end review.

Other statistics of interest for December:

• Cut-on – regular	111
• Cut-off – regular	108
• Cut-off – non-pay	132
• Non-pay restores	111
• Re-read orders	728
• Accidents – lost time	0
• Accidents – first aid/property damage	0
• PUPS locates	146
• Total orders worked	1203

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2948)**

Meeting: 01/16/20 05:30 PM

Department: Engineering

Category: Report

Prepared By: Orlando Arteaga

Initiator: Orlando Arteaga

Sponsors:

DOC ID: 2948

Engineering Monthly Report



**City of Georgetown
Engineering Monthly Report
December 2019**

Engineering - Orlando Arteaga, P.E.

Date: December 31, 2019

Revised on January 3, 2020

CAPITAL IMPROVEMENT PROJECTS (CIP) STATUS UPDATE

1. Port Tank Rehab (Yogi Bear Tank)

- Engineer: Hanna Engineering
- Engineering Fee: \$32,600.00
- Contractor: TBD
- Status: Hanna Engineering awarded engineering and field inspection services.

2. WTP Generator & High Service Drives

- Engineer: WK Dickson
- Contractor: Melton Electric
- Bid Amount: \$500,000
- Construction Notice to Proceed: 9/16/2019
- Status: The contractor mobilized the week of 9/16/2019.
Generator arrived week of 12/9/19. Variable Frequency Drives (VFD) arrived 12/31/19 but Automatic Transfer Switch (ATS) has not arrived as of 1/3/2020. Work is on-going.

3. Queen Street Drainage Improvements

- Engineer: Stantec Consulting
- Engineering Fee: \$21,500
- Contractor: TBD
- Design Notice to Proceed: 9/3/2019
- Design completed as of 10/28/2019
- Design drawings submitted to DCHEC/OCRM and USACE agencies for permit approvals. Permit approval is pending.

4. WWTP Chlorination System Upgrades

- Engineer: WK Dickson
- Contractor: Level Utilities, LLC
- Bid Amount: \$1,051,907.00
- Change Orders: \$8,557.83
- Revised Contract Amount: \$1,060,464.83
- Status: Work is 95% complete and achieved substantial completion on 11/26/2019.
- Punch list work and SBR# sampling platform completion is pending.



**City of Georgetown
Engineering Monthly Report
December 2019**

5. Constitution Park Bulkhead Repairs

- Contractor: Seven Seas Marine Construction Inc.
- Bid Amount: \$53,828.99
- Bid Approved: 12/19/2019
- Notice of Award: 12/23/2019
- Status: Construction permits approved by SCDHEC/OCRM and USACE.
- Work is scheduled to start in early February.

6. Sidewalk Improvements-Gilbert Street Sidewalk

- Design awarded to Cagle Consulting Engineers, LLC
- Design Fee: \$20,900
- Design NTP: 10/24/2019
- Design Duration: 90 days
- Design: Design is 60% complete

7. East Bay Park-Dog Park Fencing and Irrigation

- Contractor: Waccamaw Landscaping and Construction, Inc.
- Bid Amount: \$26,745.00
- Notice to Proceed: 11/18/2019
- Construction duration: 45 days
- Status: Contractor began work in mid-December.
- Fence and irrigation work is substantially complete. City will install dog park equipment in mid-January.

8. East Bay Park- Bobby Alford Bldg. Restoration and Sports Fields

- Request for Qualifications (RFQ) for A/E services issued on 10/25/2019.
- A/E Statement of Qualifications received on 11/22/2019. Currently under review.
- A project review committee (PRC) evaluated and rated A/E statement of qualifications. Rosenblum Coe Architects, Inc. has been selected.



**City of Georgetown
Engineering Monthly Report
December 2019**

9. KHM Restroom Renovations

- Contractor: Green Design and Consultants, Inc.
- Bid Amount: \$48,435.29
- Pre-construction Meeting held on 10/30/2019
- Construction work scheduled to start in early January 2020

10. East Coast Greenway- Bicycle Path in Historic and West End Districts

- Proposed map route submitted to SCDOT on 9/27/2019.
- Darrohn Engineering Feasibility report and drawings submitted to SCDOT on 10/8/2019.
- SCDOT responded that the majority of proposed roads are not wide enough to accommodate bicycle lanes on both directions of the road on 10/24/2019.
- Discussed use of shared road alternatives with SCDOT and Darrohn Engineering on 12/4/2019. SCDOT is receptive to use of shared road alternative.

City Hall Rebuild Project

- Architect: Creech & Associates, PLLC
- Consulting Fee: \$443,350.00
- Design Notice to Proceed issued on 7/22/2019
- Status:
 - Space Needs Study is 100% complete.
 - City Hall site survey is 100% complete.
 - Schematic design is 100% complete
 - Proposals submitted from CMAR firms on 10/24/19.
 - Council approved Edifice General Contractors as Construction Manager at Risk and authorized staff to enter into contract negotiations with Edifice during special meeting on 12/5/2019.

SCDOT ENCROACHMENT PERMITS PROCESSED: 0

PLAN REVIEWS: Senior Apartments on Lincoln Street

PRESENTATIONS: None

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2942)**

Meeting: 01/16/20 05:30 PM

Department: Fire Department

Category: Report

Prepared By: Amy Skidmore

Initiator: Charles W. Cribb

Sponsors:

DOC ID: 2942

December 2019 Fire Report

The FIRE Report

A monthly report of Fire Department activities to City Council

JANUARY
2020



Fire Prevention Bureau

2019

December

Inspections	42
Violations Found	10
Buildings without Violations	17
Buildings Cleared of Violations	10
Violations Corrected	13
Violations Not Corrected	3
3rd Party Inspection Review	0

Assemblies Inspected:	7
Business Inspected:	26
Educational Buildings Inspected:	0
Hazardous Buildings Inspected:	0
Factories Inspected:	2
Institutional Inspected:	2
Mercantile Inspected:	4
Residential Inspected:	1
Storage Buildings Inspected:	0

Construction Meetings:	0
Plans Review:	4
Test Conducted:	0
Compliance Issues:	0
Complaints Reviewed:	0
Business License:	1
Citation Issued:	0

Public Education

Programs	3
Participants	21

Suppression Division

A Brief Look at Emergency Responses

December 2019

1. Two Medical Calls
2. Six Medical Calls; One Alarm Activation
3. Five Medical Calls; One Public Service Call
4. Three Medical Calls
5. Seven Medical Calls; One Unintentional Alarm; Two Public Service Calls
6. Seven Medical Calls
7. Three Medical Calls; One Parade; One Public Service Call
8. One Medical Call; Two MVA's; One Public Service Call
9. Five Medical Calls; One Detector Activation
10. Five Medical Calls; One Unintentional Alarm
11. Eight Medical Calls; One MVA; One Public Service Calls
12. Three Medical Calls; One Power Line Down
13. Two Medical Calls; One Detector Activation; One MVA; Two Public Service Calls
14. Four Medical Calls; One MVA
15. Two Medical Calls; Two Detector Activations; One MVA
16. Five Medical Records; One Public Service Calls
17. Four Medical Calls
18. Eight Medical Calls; One Police Matter; Two Public Service Calls
19. Four Medical Calls; Three MVA's; One Detector Activation; One Gas Spill
20. Three Medical Calls; One Detector Activation; One Public Service Call
21. Two Medical Calls; One Detector Activation; One Public Service Call
22. Four Medical Calls; One MVA
23. Three Medical Calls; One Alarm Activation; One Cooking Fire; One Electrical Problem; Two Public Service Calls
24. Five Medical Calls; One MVA; Two Alarm Activations; Two Public Service Calls
25. Two Medical Calls; One Detector Activation; One Public Service Call
26. Six Medical Calls; One Public Service Call
27. Five Medical Calls; One MVA; Three Public Service Calls
28. One Medical Call; One Alarm Activation; One Detector Activation; One System Malfunction; One Assist of Agency; Two Public Service Calls
29. Three Medical Calls; One Public Service Call
30. Four Medical Calls; One Water Issue; Four Public Service Calls
31. Five Medical Calls; One Dumpster Fire; One Good Intent Call

Attachment: December 2019 Fire Report (2942 : December 2019 Fire Report)

Total Call Volume	December		Year to Date	
	2019	2018	2019	2018
As defined by the National Fire Incident Report System				
Fires	2	6	48	69
Rescue Calls/EMS	141	211	2289	2501
Hazardous Conditions	3	35	335	391
Service Calls	32	46	552	492
Good Intent Calls	4	5	119	123
False Alarms	17	13	188	162
Weather/Flood	0	0	9	3
Special Incident Type	8	6	127	123
Total Calls	207	322	3667	3864

Save/Loss Analysis

	Losses	Property Values
December 2019	\$ 500	\$ 500
December 2018	\$ 13,100	\$ 154,100
Year to Date	\$ 417,751	\$ 1,672,866

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

Mutual Aid Calls

	December	YTD
To Georgetown County Fire	0	10
To Midway Fire	0	9
To other Departments	0	1
From Georgetown County Fire	0	8
From Midway	0	3
From other Departments	0	1

	December	YTD
Staff Training Hours	874.75	11,822.76

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2936)**

Meeting: 01/16/20 05:30 PM

Department: Fleet Services

Category: Report

Prepared By: Isaac Williams

Initiator: Isaac Williams

Sponsors:

DOC ID: 2936

December2019 Fleet service Report



DECEMBER MONTHLY REPORT 2019

- Repairs 64
-
- PM Services 17
- Tires repaired or replace 23
- Services past due 3

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2945)**

Meeting: 01/16/20 05:30 PM
Department: Police Department
Category: Report
Prepared By: Johnnie Deas
Initiator: Kelvin Waites
Sponsors:
DOC ID: 2945

December 2019 Report

MAYOR
BRENDON M. BARBER, SR.

POLICE CHIEF
KELVIN A. WAITES



City of Georgetown

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

January 8, 2020

Honorable Mayor Brendon Barber, Sr.
And the Members of City Council
City of Georgetown, South Carolina

Dear Mayor Barber and Council Members:

The following is a list of activities involving the Georgetown Police Department during the month of December 2019, the Georgetown Police Department conducted annual firearms and recertification training.

Happy New Year to Mayor and Council! On behalf of the Georgetown Police Department, thank you and we appreciate everything that you have done and will continue to do for us.

On December 6th the Georgetown Police Department hosted their annual Voice Client luncheon, where we bring in our senior citizens in that are in our program and unite them with the volunteers that call to check on them throughout the year. This was once again a successful community engagement event.

On December 6th Chief Waites visited the local Head Start program with one of our Detectives dressed up as Santa to take Christmas pictures with the kids.

On December 7th the Georgetown Police Department worked the annual Christmas parade. It appeared to be a record turnout, and there were no problems or issues noted.

On December 10th the Georgetown Police Department hosted a Christmas dinner for the Police-Community Advisory Board to show them how much we appreciate their support and service to the police department.

On December 11th Chief Waites attended the 15th Judicial Circuit's Regional Chief's meeting to discuss issues that law enforcement agencies are facing in our region. This meeting was in the Murrells Inlet community.

2222 Highmarket Street
Georgetown, S.C. 29440

Honorable Mayor and City Council Members
January 8, 2020
Page Two

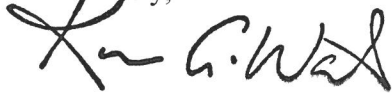
On December 19th the Georgetown Police Department partnered with Bishop Frazier and the Love Chapel Deliverance Church to sponsor a community feeding. We fed approximately 250 people. We look forward to participating in this event again next year.

On December 18th Chief Waites along with staff delivered toys to children at the after school program of the Georgetown Housing Authority. The toys were sponsored by a church in Pawleys Island.

On December 19th staff from the Georgetown Police Department met with a group of individuals who are working to obtain grant funds to assist people in the community with getting their records expunged.

During the month of December, our new Mobile Data Terminals for the police department were purchased and they arrived. They are currently being installed in our patrol vehicles.

Sincerely,



Kelvin Waites
Chief of Police

KW: pc

Attachments

Attachment: December 2019 Monthly Report (2945 : December 2019 Report)

GEORGETOWN POLICE DEPARTMENT **2019 YEAR-TO-DATE ACTIVITY REPORT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ARRESTS	39	42	44	64	58	59	90	71	89	105	74	68

TOTAL ARRESTS

803

CRIMINAL INCIDENTS	115	117	137	143	156	166	200	176	162	172	152	219
DOMESTIC INCIDENTS	7	1	5	9	7	8	8	8	3	6	5	4
TOTALS	122	118	142	152	163	174	208	184	165	178	157	223

TOTAL INCIDENTS

1,986

GEORGETOWN POLICE DEPARTMENT **2019 YEAR-TO-DATE ACTIVITY REPORT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SPEEDING CITATIONS	7	1	21	14	11	25	25	11	13	17	25	13	183
OTHER TRAFFIC CITATIONS	80	49	78	104	107	89	81	102	139	115	83	76	1,103
WARNING - SPEEDING	64	55	93	68	61	94	108	113	94	81	119	119	1,069
WARNING - OTHER	109	58	106	84	85	128	108	108	75	82	108	54	1,105
PARKING CITATIONS	0	3	19	15	23	6	55	21	1	30	2	22	197
TOTALS	260	166	317	285	287	342	377	355	322	325	337	284	3,657

TOTAL CITATIONS

3,657

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
STATE ACCIDENTS	23	32	33	39	38	38	44	31	37	39	35	42	431
PARKING LOT ACCIDENTS	9	9	12	9	13	22	15	13	13	7	14	11	147
TOTALS	32	41	45	48	51	60	59	44	50	46	49	53	578

TOTAL ACCIDENTS

578

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2934)**

Meeting: 01/16/20 05:30 PM

Department: Municipal Court

Category: Report

Prepared By: Cindy Owens

Initiator: Cindy Owens

Sponsors:

DOC ID: 2934

December 2019 Municipal Court Report

**Municipal Court Report
December 2019**

20.F.a

Cases Disposed

Disposition	# of Cases Disposed	Fine Amounts
Paid	20	\$3,123.26
Served Time	14	\$ 15,615.00
Scheduled Time Payment	33	\$ 23,675.55
NRVC	8	\$ 2,716.50
Tried in Absence	2	\$ 2,590.00
Parking Tickets Paid	8	\$ 80.00
Nolle Prosequi/Dismissed/ Not Guilty	63	
Transferred to General Sessions Court	43	
Voided	2	
Fine Suspended	0	\$ -
Total	193	\$47,800.31

Attachment: Municipal court report (2934 : December 2019 Municipal Court Report)

Municipal Court Report

December 2019

20.F.a

Other Court Activity

During the month of December 67 defendants were seen in bond court for 117 charges.

Bond hearings held	25
Warrants Prepared	65
Payments posted	75
Tickets entered	161
Expungements processed	12
Cases Filed & scheduled for court	216
Juror notices prepared	0

Types of Cases Filed & Scheduled for Trial

DUI	3
Driving under suspension	18
Seatbelt Violations	1
Child restraint	0
Uninsured vehicle	3
Speeding	13
Reckless driving	4
Drug charges	16
Felony charges	13
Other criminal charges	65
Other traffic charges	61
Parking	18
Void	1
Total	216

Attachment: Municipal court report (2934 : December 2019 Municipal Court Report)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2932)**

Meeting: 01/16/20 05:30 PM

Department: Housing and Community Development

Category: Report

Prepared By: Matt Millwood

Initiator: Angela Rambeau

Sponsors:

DOC ID: 2932

December 2019 Planning & Community Development Report

**Housing & Community Development
Monthly Report
December 2019**

Building Official

Inspections and Permits

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

Monthly Report:

Business License	4
Stop Work	1
Re-Inspection	1
Footings	14
Rough Inspections	21
Electrical	11
Mobile Home	0
On-site	33
CO	7
TRC	2
Plan Review & Sign	11
City Alarm System	1
Total	107

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

Review Meetings/On-site visits

Safety inspections

During the Month of December

Honorable Mayor & Council:

During December:

- Construction continues at the Tideland Chillers, the Wildes building on Church Street, and R & R Metal;
- Plans have been received for the Hotel on Front Street and they are being reviewed. The parking plan has changed from what was originally proposed. We are working to resolve this.
- There are currently 21 new homes permitted and most are under construction plus a Duplex on Kaminski Street;
- On the commercial side we are working with the developers for the 126 apartment behind City Hall; the 43 senior units on Lincoln Street, and the car wash next to Bojangles;
- Ryan is working with me learning the Building Codes and inspections. He will be attending class this month and is working on his next set of commercial certifications;
- Debra is doing an excellent job as our office manager issuing permits, scheduling inspections, and recording/transcribing meeting minutes for the City boards as well as scheduling meetings for the department. Debra and Ryan work extremely hard to assist the public in meeting their needs. We would like to thank you for your support.

Thank you,

Ricky Martin

Code Enforcement Tracy Gibson

Letters Issued for Violations	
Total Letters Issued for Overgrown Lots	8
Total Letters Issued for Neglect of Structures	1
Total Letters Issued for Yard Debris/Solid Waste/Construction Debris/Inoperable Vehicles/Electronic Devices	0
Total Letters Issued for Vision Clearance	0
Total Work Orders Sent to Streets & Sanitation	0
Total Letters Sent for Dilapidated Structures	2
Total Letters Sent for Sign Violations	0
Total Referrals for Water & Sewer	2
Citations Issued for Violations	
Total Citations Issued for Overgrown Lots	0
Total Citation Issued for Trash Violations	0
Total Citations Issued for Business Licenses	0
Total Citations Issued for Dilapidated Structures	0
Total Citations Issued for Hospitality Taxes	0
Total Violations Issued for Signage	0
Total Citations Issued for Encroachment Permits	0
Total Demolitions	
Total Dilapidated Structures Removed	0
Other Miscellaneous Complaints	
Complaints	11
Permits	
Total Letters Issued for Encroachments	0
Total Referrals to Electric – Tree Crew	1

- Risk Management Training was completed for December 2019
- Commercial Corridor/ Businesses- Signs (w/o permits or permission) were removed from the city right-of-ways.
- Assisting businesses on the corridor to help bring properties up to code
- Information was given to residents for a grant from United Way for housing renovations & repairs.
- Architectural Review Board (ARB) – Attended meeting on December 2, 2019; Took pictures as well as put signs in the yard of the properties that were on the agenda; packets were delivered to members (Debra & Tracy).
- Documenting dilapidated houses where owners have pulled demo permits.
- Communicating w/ property owners about dilapidated properties. Explaining the option for the property owners to demolish the properties themselves or the city to demolish (if properties are beyond repair). If the property owners decide that they want the city to demolish, I forward the property information to the Building Inspector(s) to process, otherwise property owners come into the office to obtain a demolition permit to demolish their own property.
- Communicating with the public to explain that if the property owner wants to rebuild a new structure on the property, the owner needs to come into the office to discuss future plans for the

property with Angela, Matt & Rick. Multiple property owners was misled that they weren't able to rebuild a structure on the property, if it was less than 5000 sq. ft.

- Picking up mail/answering telephones (when needed). Will begin pickup up mail from Admin office.

Office Manager

Debra Grant

Board & Commissions:

ARB:

New Business:

1. 317 Broad Street was seeking the approval to demolish a house.
2. 115 St. James Street was seeking the approval to install operable shutters.
3. 316 King Street was seeking the approval to construct an addition.
4. 1021 Duke Street was seeking the approval to construct a granny-flat.

BZA:

None

Planning Commission:

None

CAB (Community Appearance Board):

None

CBA (Construction Board of Appeals):

1. 209 S. Alex Alford Drive was taken for demolition of the property.

TRC:

None

FOIA:

None

Permit Valuation Report:

Commercial Addition	0
Commercial Alteration	3
Commercial Electric	1
Commercial Gas	1
Commercial Mechanical	1
Commercial New Build	1
Commercial Plumbing	0
Commercial Roofing	2
Demolition	2
Mobile Home	0
Residential Addition	1
Residential Alteration	9
Residential Electrical	3
Residential Gas	2
Residential Mechanical	4
Residential New Build	6
Residential Plumbing	2
Residential Roofing	5

Administrative Assistant's Daily Duties:

- Daily operation of the front desk
- Transcribing minutes for the Board(s) meetings

- Daily scheduling of inspections
- Preparing timesheets
- Put the packets together for Board meetings

Community Planner/GIS Technician

Matthew Millwood

- Sign Permits: Art Harbor & The Cottage.
- Temporary Sign Permits: Cattails & Cocktails, YMCA, & Merle Norman.
- Zoning compliance letter for the work at the Constitution Park bulkhead for the contractor completing this project for the city.
- Help walk in citizens with zoning for mobile homes and other commercial uses throughout the city.
- Continue to work with Mr. Gaiser on his Hazard Mitigation Grant Program (HMGP) grant to elevate his home in Maryville on Asbury Street. The agreements went to Council in late December and were signed in early January. Now we can get his administration fee, permit fees, and start the project.
- Continue to work on revisions and editing the Flood Damage Prevention Ordinance for our DNR community assistance visit.
- Worked on pulling together all information and ordinances for eight (8) agenda items that our department had on the City Council agenda in December. Things just all came in at the same time and we had to take them for approval by Council.
- Took a tour and informational meeting with Liberty Steel to review their upcoming expansion and how it will help them move forward with creating more jobs and be more environmentally clean.
- Worked on a zoning issue with Angela and Sandra for Mr. Oxner at 235 Church Street for his boat storage units. He wants to add more storage structures but we cannot allow for the expansion of a nonconforming use.
- Completed an annual boards training at the Waccamaw Regional Council of Governments. 3 hour class.
- Prepared for the Willie Singleton jury trial with his modular units on Alex Alford and Winyah Streets with city attorney Maring, but the trial was once again postponed, for the 4th time, because of some reason or another. We did meet briefly with him and his attorney and are going to try and settle the issues out of court.
- Made new board calendars for the Planning Commission (PC), Community Appearance Board (CAB), and Board of Zoning Appeals (BZA) for year 2020 and posted them to the website. Also made some other website edits and posts.
- Started working on entering the rest of the 2019 Building, Electrical, Mechanical, Plumbing, Roofing, etc. permits into GIS. I also scan all permits so we have digital copies in the future.
- Continue to go through old BZA variance boxes/folders to separate out so the intern can scan them for digital files. Rick is doing this with all old building permit too.
- No BZA meeting in December.
- No Planning Commission meeting in December.



Tour visitation was up 24% in December vs last year. Our year-to-date total visitor count (includes events) is up 1.4% from last year. We had visitors from 27 states and 4 foreign countries in December.



December was a very busy month at the museum. We hosted two evening candlelight open houses, were a stop on the Georgetown Library's Yuletide Tour of Homes, and we welcomed lots of children for our annual Family Night at the museum on December 21st. It has been a fun month of activities and we have had lots of positive feedback from our local community.



The lawn lights have been a huge success this year, not only during our evening events, but also when the museum has been closed. Lots of local families and visitors alike have visited the lawn to enjoy the lighting display that was funded through private donations.

Volunteers continue to play a vital role in the daily operation of the Kaminski House Museum. In December our volunteers worked about 206 hours giving tours, working in the museum shop, helping in the office, doing curatorial work, and helping at with the candlelight open houses.

Robin Gabriel, Executive Director

Building Inspector/Code Enforcement
Ryan Call

20.G.a

During the month of December:

- I was out in the field on a daily basis doing numerous residential inspections;
- I have also assisted with numerous commercial inspections;
- I have also assisted in doing numerous inspections for business license applicants;
- I have answered phones and assisted with walk-ins at City Hall daily;
- I put up event signs at the foot of both bridges;
- I surveyed the City every Monday, Wednesday, and Friday, for violators working without building permits;
- The Construction Board of Appeals met and approved the City to move forward in the demolition process for 209 South Alex Alford Drive. The trailer on that property belongs to a different person than the property itself. The owner of the property wants to tear down the trailer but with no legal action from the trailer owner;
- I received title work for the two properties that were approved by Council in September. We are in the process of taking those structures to the Construction Board of Appeals. Before doing so we have to find members to fill some vacancies, since one of the members stepped down and another became a Council member;
- Rick and I have been going through old permits in preparation to have our documents scanned in by the city intern; and
- I have registered for my first commercial code class that will be held at the end of January.

Attachment: P&CD December 2019 Report [Revision 1] (2932 : P&CD December 2019 Report)

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2946)**

Meeting: 01/16/20 05:30 PM

Department: Public Works

Category: Report

Prepared By: Natrona Simmons

Initiator: Tim Chatman

Sponsors:

DOC ID: 2946

December 2019 Public Works Department Report



**DECEMBER 2019
PUBLIC WORKS DEPT.
CITY COUNCIL MONTHLY REPORT**

STREETS and GROUND MAINTENANCE

1. Crews assisted sanitation crews with garbage and debris collection.
2. Sidewalk maintenance on A and D Streets, and Alex Alford Drive.
3. Street sign maintenance and repairs.
4. Delivery of roll out carts, barricades and other needed equipment for special events and other emergency assistance.
5. Maintenance of all city parks and welcome sign areas completed.

RESIDENTIAL SANITATION

	TOTAL	
1. Yard Waste: Leaves, Grass & Straw collected:	172.76	Net Tons
2. Brown & White Goods collected:	78.94	Net Tons
3. Residential Solid Waste Collection:	349.12	Net Tons
4. Recyclables Collected:	14.10	Net Tons
5. Work orders requests completed for roll-out cart repairs, new roll out cart deliveries and/or replacements and recycle bins.		

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2931)**

Meeting: 01/16/20 05:30 PM

Department: Water Utilities

Category: Report

Prepared By: Will Gunter

Initiator: Will Gunter

Sponsors:

DOC ID: 2931

December 2019 Water Utilities Report

Water Treatment Plant

• WTP Filtered Water Total	29.822 MG
• Average Daily Flow Finished Water	0.962 MGD
• King Well	6.437 MG
• Maryville Well	6.101 MG

Wastewater Treatment Plant

• Influent Flow Total	156.034 MG
• Average Daily Influent Flow	5.033 MGD
• Effluent Flow Total	198.720 MG
• Average Daily Effluent Flow	6.410 MGD
• Rainfall Total	8.04 inches

Water Distribution

- Completed 74 work orders
- Repaired 34 water leaks
- Replaced 3 water meters
- Completed 146 locates

Wastewater Collection

- Completed 68 work orders
- Responded to 14 backups
- Routine line cleaning
- Completed 146 locates

Maintenance

- Completed 20 work orders
- Completed 18 work orders on pump stations throughout City
- Completed 1 work orders for the WWTP
- Completed 0 work orders for the WTP

Stormwater

- Completed 16 work orders
- Completed 146 locates
- Routine line and ditch cleaning

**Georgetown City Council**

120 North Fraser Street
Georgetown, SC 29442

SCHEDULED**MONTHLY REPORT (ID # 2943)**

Meeting: 01/16/20 05:30 PM

Department: Finance

Category: Report

Prepared By: Debra Bivens

Initiator: Debra Bivens

Sponsors:

DOC ID: 2943

December 2019 Finance and IT Departments Report

December 2019 Finance and IT Departments Report

Statistics:

New Business Licenses Issued: Ambrose Wilson-Contractor, First Service Residential LLC, Jacobs Ladder Community Health & Wellness Center, JS Pope Heat & Air.

Projects Progress:

Grants: Please see the attached schedule for the detail on each grant award.

Year End Audit: The FY 2019 audit is complete. The PowerPoint presentation is included in the agenda.

FY 2020/2021 Budget: The beginning stages of the budget is underway and the Budget Calendar will be presented to Council for approval at the Regular Meeting in January. Within the next week, we will begin the preliminary projections for payroll and capital items with FY 2020/2021 operating budget projections to follow.

Year End Processing: We are in the process of balancing the payroll for calendar year ended 2019 and preparing the applicable quarterly and year end reports, with W-2 and 1099 processing to follow.

New eEmployee Portal: Implementation of a new web based portal is underway that would allow employees to access their contact/payroll information online. This would eliminate the need to distribute paystubs and will serve as an excellent communication tool to our employees.

Current Procurement Projects:

- City Hall Rebuild Project
- SCADA Upgrade Project
- Front Street UG System Upgrade Project
- Generator & High Service Drives Project
- WWTP Chlorination System Modification Project
- Cannon Street Sewer Improvements Project
- Kaminski House Restrooms Renovations

Attached are the Budget Performance Reports for December 2019.

Ref	Grantor	Program	Award Amount	Match Amount	Expenditures	Balance	Award #	Status
<u>FEDERAL GRANTS</u>								
1	Bureau of Justice Assistance	Bullet Proof Vest Grant 2018 Regular Solicitation	2,140.00	-	1,130.00	1,010.00	-	
2	Bureau of Justice Assistance	Bullet Proof Vest Grant 2019 Regular Solicitation	1,193.48	-	-	1,193.48	-	
3	US Department of Agriculture	Fire Truck	50,000.00	-	50,000.00	-	-	
4	US Department of Agriculture	Generator for Maryville Fire Station	33,000.00	-	33,000.00	-	-	
5	US Department of Agriculture	Furniture and Equipment for Maryville Fire Station	49,900.00	-	49,900.00	-	-	
<u>STATE GRANTS</u>								
6	SC DHEC	Solid Waste Management	35,000.00	-	10,363.66	24,636.34	22.01SW20	
7	SC Park, Recreation, & Tourism	2020 SCPRT - Kaminski House Restroom Renovations	30,000.00	-	-	30,000.00	-	
8	Rural Infrastructure Authority	Port Tank Rehab Project	341,438.00	158,562.00	14,823.73	485,176.27	-	
9	SC Parks, Recreation, & Tourism (PARD)	Dog Park, Engineering/Architecture for Bobby Alford Building	47,824.02	11,956.01	-	59,780.03	2020046	
TOTAL			590,495.50	170,518.01	159,217.39	601,796.12		

CITY OF GEORGETOWN
SALE OF ASSETS - FY 2019/2020

20.J.c

Account #0010-00-391-001

GovDeal Payment	Govdeal #	Asset ID	Dept.	Description	Amount	Sales Tax	Total Proceeds	Notations
				No Activity	-	-	-	
				Total July	-	-	-	
				No Activity	-	-	-	
				Total August	-	-	-	
	567	-	Fire	Angus fire hose	-	-	-	No bid
	568	-	Fire	Angus fire hose	-	-	-	No bid
	569	-	Fire	Angus fire hose	-	-	-	No bid
	570	-	Fire	Angus fire hose	-	-	-	No bid
				Total September	-	-	-	
10/22/19	564	1203	Waste Manag.	1996 Ford dump truck	5,825.00	349.50	6,174.50	Olivia Walker; Receipt 2020-17237
10/09/19	565	10720	Waste Manag.	Recycle trailer	4,501.00	270.06	4,771.06	Judith Werts; Receipt 2020-15474
10/22/19	572	10159	Police	2005 Ford Crown	200.00	-	200.00	Humphrey Auto Sales; Receipt 2020-17235
	573		Police	Recumbent Exercise Bike				No bid
	574		Police	Stairstepper Machine				No bid
	575-578		Water	power saw & trailer				Void, due to updated system on Govdeal
				Total October	10,526.00	619.56	11,145.56	
11/12/19	566	1502	Water	1992 GMC dump truck	4,577.00	-	4,577.00	John Kapicka; Receipt 2020-20342
11/22/19	579	11034	Water	1995 Hudson trailer	2,575.00	-	2,575.00	Robert Cooper; Receipt 2020-21956
11/22/19	580		Water	Bobcat grader attachment	1,525.00		1,525.00	Stuart Abel; Receipt 2020-21957
				Total November	8,677.00	-	8,677.00	
12/04/19	581		Water	Husqvarna power saw	23.00	-	23.00	Graham Arborist; Receipt 2020-3953
12/04/19	582		Water	Husqvarna power saw	61.00	-	61.00	Graham Arborist; Receipt 2020-3954
12/04/19	583		Water	Husqvarna power saw	66.00	-	66.00	Graham Arborist; Receipt 2020-3956
				Total December	150.00		150.00	
01/03/20	571	-	Police	1998 Ford Crown			-	auction
				Total January			-	
							-	
				Total February			-	
							-	
				Total March			-	
							-	
				Total April			-	
							-	
				Total May			-	
							-	
				Total June			-	
							-	
				TOTAL PER G/L	19,353.00	619.56	19,972.56	

*Govdeal started taken over the taxes as October 1, 2019. (payment made on Govdeal, not when City received the check)

*Govdeal started taking over the
taxes October 1, 2019*



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 0010 - General Fund								
REVENUE								
Department 00 - Revenue								
Property Taxes								
311.001	Property Taxes - Real	3,272,000.00	351,078.68	.00	508,372.59	2,763,627.41	16	2,983,428.00
311.003	Property Taxes - Vehicles	272,000.00	14,411.90	.00	110,819.68	161,180.32	41	263,283.00
311.005	Prop Tax-Penalties & Cost	32,000.00	.00	.00	.00	32,000.00	0	31,867.00
	<i>Property Taxes Totals</i>	\$3,576,000.00	\$365,490.58	\$0.00	\$619,192.27	\$2,956,807.73	17%	\$3,278,578.00
Licenses and Permits								
321.001	Business Licenses	2,940,000.00	4,888.55	.00	434,852.48	2,505,147.52	15	2,703,154.00
321.002	Business Lic - Penalties	10,000.00	45.00	.00	5,366.11	4,633.89	54	10,011.00
322.001	Cable TV Franchise	100,000.00	1,516.50	.00	32,042.54	67,957.46	32	112,750.00
322.002	S.C. Electric & Gas Co.	42,000.00	.00	.00	.00	42,000.00	0	81,751.00
323.001	Electrical Permits	3,500.00	148.00	.00	4,138.00	(638.00)	118	6,124.00
323.002	Plumbing Permits	1,000.00	66.00	.00	745.00	255.00	74	1,631.00
323.003	Gas Permits	600.00	105.00	.00	434.00	166.00	72	1,073.00
323.004	Building Permits	85,000.00	3,737.00	.00	25,557.00	59,443.00	30	78,537.00
323.005	Yard Sale Permits	50.00	6.00	.00	24.00	26.00	48	39.00
323.006	Mobile Home Permits	200.00	.00	.00	225.00	(25.00)	112	300.00
323.007	Demolition & Clearance	1,500.00	.00	.00	305.00	1,195.00	20	900.00
323.008	Mechanical Permits	7,000.00	382.00	.00	3,951.00	3,049.00	56	9,653.00
323.010	Bus Lic Inspection Fee	1,000.00	75.00	.00	575.00	425.00	58	925.00
323.013	Burning Permit	50.00	.00	.00	150.00	(100.00)	300	200.00
323.014	Construct Parking Permit	50.00	.00	.00	.00	50.00	0	10.00
323.015	Reinspection Fee	500.00	150.00	.00	525.00	(25.00)	105	1,425.00
323.016	Permit Not Posted On-Site	100.00	.00	.00	.00	100.00	0	75.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Fiscal Year to Date 12/31/19

Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
363.001	Fees for GIS/B&P Documents	125.00	.00	.00	.00	125.00	0	134.0
363.005	FOIA Fees	450.00	12.00	.00	888.35	(438.35)	197	538.0
<i>Charges for Services Totals</i>		\$146,975.00	\$132.00	\$0.00	\$2,775.95	\$144,199.05	2%	\$144,888.0
<i>State Shared</i>								
311.004	Inventory Tax	132,978.00	.00	.00	33,244.53	99,733.47	25	132,978.0
311.006	Homestead Exemption Tax	132,000.00	.00	.00	.00	132,000.00	0	131,711.0
311.007	Manufacturer's Tax Reduce	20,000.00	.00	.00	.00	20,000.00	0	25,199.0
311.008	Motor Carrier Lieu of Tax	10,000.00	605.68	.00	1,969.35	8,030.65	20	13,773.0
335.001	Local Government Fund	205,000.00	.00	.00	54,312.11	150,687.89	26	209,509.0
351.007	Sunday Liquor Sales	15,000.00	.00	.00	1,750.00	13,250.00	12	24,900.0
<i>State Shared Totals</i>		\$514,978.00	\$605.68	\$0.00	\$91,275.99	\$423,702.01	18%	\$538,071.0
<i>Local Grants</i>								
332.008	Other Local Grants	8,000.00	.00	.00	7,428.84	571.16	93	6,072.0
<i>Local Grants Totals</i>		\$8,000.00	\$0.00	\$0.00	\$7,428.84	\$571.16	93%	\$6,072.0
<i>State Grants</i>								
332.000	State Grants	.00	.00	.00	44,143.29	(44,143.29)	+++	.0
<i>State Grants Totals</i>		\$0.00	\$0.00	\$0.00	\$44,143.29	(\$44,143.29)	+++	\$0.0
<i>Federal Grants</i>								
335.004	Fema Recovery	25,000.00	.00	.00	28,661.76	(3,661.76)	115	126,718.0
<i>Federal Grants Totals</i>		\$25,000.00	\$0.00	\$0.00	\$28,661.76	(\$3,661.76)	115%	\$126,718.0
<i>Investment Earnings</i>								
361.001	Investment Earnings	80,000.00	7,721.13	.00	53,821.15	26,178.85	67	100,052.0
<i>Investment Earnings Totals</i>		\$80,000.00	\$7,721.13	\$0.00	\$53,821.15	\$26,178.85	67%	\$100,052.0
<i>Miscellaneous</i>								
362.000	Rents and Royalties	32,000.00	800.00	.00	5,185.07	26,814.93	16	15,954.0
364.001	Steel Mill FILOT	18,000.00	.00	.00	.00	18,000.00	0	13,106.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
368.000	Work Comp Reimbursement	15,000.00	.00	.00	.00	15,000.00	0	61,853.7
368.100	Retirement System Reimbursement Credit	.00	.00	.00	45,557.36	(45,557.36)	+++	.0
369.000	Cash Over & Short	100.00	(.07)	.00	.02	99.98	0	73.9
369.002	Miscellaneous Revenue	10,000.00	61.00	.00	42,968.25	(32,968.25)	430	106,963.7
369.003	Insurance Proceeds	140,000.00	24,088.51	.00	80,915.93	59,084.07	58	1,369,628.8
369.005	Set-off Debt Collection Fees	1,500.00	.00	.00	25.00	1,475.00	2	1,450.0
369.013	Returned Check Fees	3,500.00	300.00	.00	1,950.00	1,550.00	56	3,360.0
<i>Miscellaneous Totals</i>		\$220,100.00	\$25,249.44	\$0.00	\$176,601.63	\$43,498.37	80%	\$1,572,391.7
<i>Operating Transfers In</i>								
392.001	From Electric Fund	741,054.00	61,754.50	.00	370,527.00	370,527.00	50	749,115.0
392.002	From Water Fund	220,838.00	18,403.17	.00	110,419.02	110,418.98	50	212,727.0
392.003	From Accom Tax Fund	36,000.00	.00	.00	26,113.33	9,886.67	73	31,481.4
392.005	From Wastewater Fund	286,426.00	23,868.83	.00	143,212.98	143,213.02	50	275,121.9
392.007	From Stormwater Fund	156,889.00	13,074.08	.00	78,444.48	78,444.52	50	133,161.0
392.009	From Hospitality Fund	125,000.00	10,416.67	.00	62,500.02	62,499.98	50	108,000.0
392.014	Transfer from debt service	131,360.00	.00	.00	.00	131,360.00	0	.0
394.002	Transfer from fund balance	(69,324.00)	.00	.00	.00	(69,324.00)	0	.0
<i>Operating Transfers In Totals</i>		\$1,628,243.00	\$127,517.25	\$0.00	\$791,216.83	\$837,026.17	49%	\$1,509,606.7
<i>Sale of Assets</i>								
391.001	Sale of Assets	5,000.00	.00	.00	200.00	4,800.00	4	9,886.4
<i>Sale of Assets Totals</i>		\$5,000.00	\$0.00	\$0.00	\$200.00	\$4,800.00	4%	\$9,886.4
Department 00 - Revenue Totals		\$9,668,996.00	\$543,733.47	\$0.00	\$2,387,289.82	\$7,281,706.18	25%	\$10,500,459.8
REVENUE TOTALS		\$9,668,996.00	\$543,733.47	\$0.00	\$2,387,289.82	\$7,281,706.18	25%	\$10,500,459.8
EXPENSE								
Department 01 - Administration								
<i>Personal Services</i>								



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
400.101	Regular Pay	312,296.00	23,471.51	.00	157,615.44	154,680.56	50	333,554.0
401.103	Overtime	5,000.00	1,597.55	.00	1,597.55	3,402.45	32	1,588.0
401.106	Contract Labor	.00	.00	.00	880.00	(880.00)	+++	10,170.0
405.114	FICA	24,383.00	1,821.80	.00	11,815.52	12,567.48	48	25,405.0
406.116	Retirement	46,118.00	3,769.46	.00	24,292.96	21,825.04	53	46,079.0
408.125	SCMIT Worker's Comp Ins.	7,950.00	.00	4,556.28	4,561.70	(1,167.98)	115	8,215.0
410.001	Health Claims Cost	15,928.00	1,842.04	.00	10,142.72	5,785.28	64	15,462.0
<i>Personal Services Totals</i>		\$411,675.00	\$32,502.36	\$4,556.28	\$210,905.89	\$196,212.83	52%	\$440,477.0
<i>Supplies</i>								
500.101	Supplies and Materials	6,000.00	.00	.00	2,969.35	3,030.65	49	6,339.0
500.102	Equipment	1,500.00	.00	.00	1,948.42	(448.42)	130	566.0
500.105	Printing and Binding	500.00	.00	.00	187.62	312.38	38	199.0
<i>Supplies Totals</i>		\$8,000.00	\$0.00	\$0.00	\$5,105.39	\$2,894.61	64%	\$7,105.0
<i>Other Services & Charges</i>								
610.111	Communications- Landline	5,500.00	135.47	.00	2,669.25	2,830.75	49	5,071.0
610.112	Postage	600.00	.00	.00	294.66	305.34	49	496.0
610.1110	Communications- Wireless	3,000.00	138.09	.00	786.73	2,213.27	26	2,427.0
620.114	Advertising	250.00	.00	.00	.00	250.00	0	50.0
640.124	Travel Expense	5,500.00	(20.53)	.00	1,345.18	4,154.82	24	1,286.0
650.127	Electricity	5,157.00	201.17	.00	1,294.12	3,862.88	25	4,020.0
650.128	Water	613.00	30.94	.00	202.30	410.70	33	516.0
650.129	Wastewater	830.00	43.14	.00	280.40	549.60	34	703.0
650.130	Sanitation	1,018.00	85.24	.00	511.44	506.56	50	1,002.0
650.133	Stormwater	699.00	56.54	.00	339.24	359.76	49	678.0
650.134	Security Lights	1,890.00	157.50	.00	945.00	945.00	50	1,890.0
650.1271	Electricity- Sales Tax	253.00	37.26	.00	82.96	170.04	33	207.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
660.139	Fleet Services Labor-RTA Mtce Allocation	500.00	.00	.00	741.62	(241.62)	148	513.9
660.145	Gasoline & Oil	1,745.00	38.39	.00	253.63	1,491.37	15	1,680.0
660.1391	Fleet Services -Departmental Expense Allocation	1,000.00	.00	.00	82.50	917.50	8	398.0
670.156	Equipment Rental/Lease	5,500.00	338.92	.00	2,033.52	3,466.48	37	4,098.0
685.180	Membership Dues and Fees	3,800.00	170.00	.00	1,713.00	2,087.00	45	2,812.0
685.182	Other Operating Expenses	3,000.00	.00	.00	5,374.69	(2,374.69)	179	3,225.0
685.186	Training	2,100.00	.00	.00	210.00	1,890.00	10	175.0
685.1801	Subscriptions	200.00	.00	.00	25.31	174.69	13	39.0
686.189	Employee Medical	150.00	.00	.00	.00	150.00	0	45.0
686.195	Repair/Maint Svc Contract	2,400.00	.00	.00	361.92	2,038.08	15	361.0
686.1895	Employee wellness services	1,250.00	92.40	.00	527.03	722.97	42	1,422.0
Other Services & Charges Totals		\$46,955.00	\$1,504.53	\$0.00	\$20,074.50	\$26,880.50	43%	\$33,124.0
Other Objects								
795.001	IT Internal Allocations	17,500.00	856.74	.00	7,060.69	10,439.31	40	28,872.0
795.995	GF Cost Distribution	(285,260.00)	(23,771.66)	.00	(142,629.96)	(142,630.04)	50	(269,099.8
Other Objects Totals		(\$267,760.00)	(\$22,914.92)	\$0.00	(\$135,569.27)	(\$132,190.73)	51%	(\$240,227.3
Sub Department 02 - Mayor and Council								
Personal Services								
400.101	Regular Pay	120,929.00	11,409.57	.00	71,876.38	49,052.62	59	124,340.0
405.114	FICA	9,251.00	775.72	.00	4,930.03	4,320.97	53	7,889.0
406.116	Retirement	15,486.00	1,377.46	.00	8,064.81	7,421.19	52	15,093.0
410.001	Health Claims Cost	45,795.00	3,871.89	.00	25,325.29	20,469.71	55	46,006.0
Personal Services Totals		\$191,461.00	\$17,434.64	\$0.00	\$110,196.51	\$81,264.49	58%	\$193,330.0
Supplies								
500.101	Supplies and Materials	1,200.00	195.39	.00	354.91	845.09	30	761.0
500.102	Equipment	500.00	.00	.00	.00	500.00	0	1,117.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
500.105	Printing and Binding	600.00	.00	.00	.00	600.00	0	105.9
	<i>Supplies Totals</i>	\$2,300.00	\$195.39	\$0.00	\$354.91	\$1,945.09	15%	\$1,984.8
	<i>Other Services & Charges</i>							
610.111	Communications- Landline	700.00	45.15	.00	325.42	374.58	46	562.4
610.112	Postage	250.00	.00	.00	47.45	202.55	19	132.4
610.1110	Communications- Wireless	4,500.00	387.13	.00	1,935.55	2,564.45	43	5,037.2
620.114	Advertising	600.00	55.50	.00	646.76	(46.76)	108	772.2
640.124	Travel Expense	15,000.00	187.72	.00	7,366.26	7,633.74	49	10,328.4
670.156	Equipment Rental/Lease	10,000.00	1,236.50	3,709.50	3,709.50	2,581.00	74	6,933.0
685.180	Membership Dues and Fees	1,200.00	.00	.00	1,010.00	190.00	84	1,018.8
685.182	Other Operating Expenses	3,200.00	3,000.00	.00	3,261.05	(61.05)	102	3,802.2
685.186	Training	5,300.00	.00	.00	308.65	4,991.35	6	4,708.0
685.1801	Subscriptions	1,500.00	.00	.00	.00	1,500.00	0	.0
686.187	Professional Services	500.00	.00	.00	.00	500.00	0	233.0
686.1895	Employee wellness services	3,000.00	338.79	.00	1,932.42	1,067.58	64	4,874.2
	<i>Other Services & Charges Totals</i>	\$45,750.00	\$5,250.79	\$3,709.50	\$20,543.06	\$21,497.44	53%	\$38,403.0
	<i>Other Objects</i>							
795.001	IT Internal Allocations	7,000.00	171.35	.00	1,412.13	5,587.87	20	10,299.8
	<i>Other Objects Totals</i>	\$7,000.00	\$171.35	\$0.00	\$1,412.13	\$5,587.87	20%	\$10,299.8
	Sub Department 02 - Mayor and Council Totals	\$246,511.00	\$23,052.17	\$3,709.50	\$132,506.61	\$110,294.89	55%	\$244,018.2
	Department 01 - Administration Totals	\$445,381.00	\$34,144.14	\$8,265.78	\$233,023.12	\$204,092.10	54%	\$484,498.2
	Department 04 - Finance							
	<i>Personal Services</i>							
400.101	Regular Pay	461,068.00	37,891.45	.00	229,156.40	231,911.60	50	432,856.2
401.103	Overtime	2,000.00	238.37	.00	1,305.16	694.84	65	1,143.2
405.114	FICA	35,321.00	2,796.99	.00	16,851.81	18,469.19	48	31,786.2

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
406.116	Retirement	65,215.00	5,870.01	.00	35,120.42	30,094.58	54	62,847.00
408.125	SCMIT Worker's Comp Ins.	4,000.00	.00	2,497.84	2,769.76	(1,267.60)	132	4,504.00
410.001	Health Claims Cost	47,062.00	4,395.60	.00	26,373.60	20,688.40	56	45,460.00
<i>Personal Services Totals</i>		\$614,666.00	\$51,192.42	\$2,497.84	\$311,577.15	\$300,591.01	51%	\$578,597.00
<i>Supplies</i>								
500.101	Supplies and Materials	8,000.00	.00	.00	1,884.21	6,115.79	24	6,476.00
500.102	Equipment	1,500.00	38.01	.00	1,988.72	(488.72)	133	.00
500.103	Furniture	1,000.00	.00	.00	.00	1,000.00	0	.00
500.105	Printing and Binding	100.00	.00	.00	.00	100.00	0	.00
<i>Supplies Totals</i>		\$10,600.00	\$38.01	\$0.00	\$3,872.93	\$6,727.07	37%	\$6,476.00
<i>Other Services & Charges</i>								
610.111	Communications- Landline	3,500.00	169.13	.00	1,642.49	1,857.51	47	2,953.00
610.112	Postage	4,000.00	.00	.00	1,471.49	2,528.51	37	6,011.00
610.1110	Communications- Wireless	2,000.00	95.08	.00	571.68	1,428.32	29	1,741.00
620.114	Advertising	200.00	.00	.00	.00	200.00	0	.00
640.124	Travel Expense	4,200.00	254.74	.00	1,122.64	3,077.36	27	447.00
650.127	Electricity	4,420.00	172.43	.00	1,060.60	3,359.40	24	3,445.00
650.128	Water	526.00	26.52	.00	173.40	352.60	33	442.00
650.129	Wastewater	711.00	36.98	.00	240.36	470.64	34	602.00
650.130	Sanitation	873.00	73.06	.00	438.36	434.64	50	859.00
650.133	Stormwater	599.00	48.47	.00	290.82	308.18	49	581.00
650.134	Security Lights	1,669.00	135.00	.00	810.00	859.00	49	1,620.00
650.1271	Electricity- Sales Tax	216.00	31.93	.00	71.09	144.91	33	177.00
670.156	Equipment Rental/Lease	8,500.00	587.88	.00	3,713.84	4,786.16	44	8,606.00
685.180	Membership Dues and Fees	1,200.00	125.00	.00	520.00	680.00	43	1,455.00
685.182	Other Operating Expenses	38,000.00	.00	.00	8,080.43	29,919.57	21	35,505.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
685.184	Continuing Education	2,200.00	.00	.00	315.00	1,885.00	14	640.00
685.186	Training	3,500.00	.00	.00	305.00	3,195.00	9	1,074.00
685.1801	Subscriptions	500.00	292.00	.00	292.00	208.00	58	322.00
686.187	Professional Services	500.00	.00	.00	.00	500.00	0	.00
686.189	Employee Medical	100.00	.00	.00	45.00	55.00	45	90.00
686.195	Repair/Maint Svc Contract	1,000.00	.00	.00	.00	1,000.00	0	.00
686.1895	Employee wellness services	3,000.00	307.99	.00	1,756.75	1,243.25	59	4,740.00
Other Services & Charges Totals		\$81,414.00	\$2,356.21	\$0.00	\$22,920.95	\$58,493.05	28%	\$71,317.00
Other Objects								
795.001	IT Internal Allocations	17,500.00	1,028.09	.00	8,472.82	9,027.18	48	33,745.00
795.995	GF Cost Distribution	(282,670.00)	(23,555.83)	.00	(141,334.98)	(141,335.02)	50	(295,340.00)
Other Objects Totals		(\$265,170.00)	(\$22,527.74)	\$0.00	(\$132,862.16)	(\$132,307.84)	50%	(\$261,595.00)
Department 04 - Finance Totals		\$441,510.00	\$31,058.90	\$2,497.84	\$205,508.87	\$233,503.29	47%	\$394,796.00
Department 05 - Police								
Sub Department 05 - Police Staff Services								
Personal Services								
400.101	Regular Pay	1,774,022.00	149,714.48	.00	899,563.49	874,458.51	51	1,638,766.00
401.103	Overtime	109,380.00	10,445.73	.00	59,812.82	49,567.18	55	154,036.00
401.105	On-call pay	5,200.00	400.00	.00	2,600.00	2,600.00	50	4,500.00
405.114	FICA	139,937.00	11,718.84	.00	69,739.11	70,197.89	50	130,030.00
406.116	Retirement	314,481.00	28,341.22	.00	168,196.72	146,284.28	53	299,317.00
408.125	SCMIT Worker's Comp Ins.	90,000.00	.00	63,579.42	65,851.77	(39,431.19)	144	115,486.00
410.001	Health Claims Cost	246,305.00	22,961.28	.00	133,925.34	112,379.66	54	241,595.00
410.002	Health Claim Costs-Retire	49,914.00	(1,451.57)	.00	20,061.16	29,852.84	40	44,818.00
Personal Services Totals		\$2,729,239.00	\$222,129.98	\$63,579.42	\$1,419,750.41	\$1,245,909.17	54%	\$2,628,551.00
Supplies								



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
500.101	Supplies and Materials	33,200.00	1,327.93	.00	9,981.66	23,218.34	30	20,696.8
500.102	Equipment	9,448.00	.00	2,140.04	3,471.46	3,836.50	59	13,054.9
500.103	Furniture	5,000.00	.00	.00	.00	5,000.00	0	2,524.7
501.101	Uniforms and Clothing	32,000.00	2,316.32	13,275.11	11,634.89	7,090.00	78	33,460.7
Supplies Totals		\$79,648.00	\$3,644.25	\$15,415.15	\$25,088.01	\$39,144.84	51%	\$69,736.7
Other Services & Charges								
610.111	Communications- Landline	7,000.00	372.14	.00	3,681.27	3,318.73	53	6,558.1
610.112	Postage	1,500.00	.00	.00	15.58	1,484.42	1	1,040.1
610.1110	Communications- Wireless	65,400.00	4,597.44	2,208.75	27,595.77	35,595.48	46	64,814.7
620.114	Advertising	1,500.00	190.00	.00	190.00	1,310.00	13	415.0
640.124	Travel Expense	15,012.00	29.00	.00	5,464.99	9,547.01	36	9,430.7
650.127	Electricity	29,286.00	2,023.01	.00	14,564.10	14,721.90	50	27,953.8
650.128	Water	2,352.00	196.63	.00	1,165.24	1,186.76	50	2,372.9
650.129	Wastewater	2,235.00	192.10	.00	1,133.76	1,101.24	51	2,150.8
650.130	Sanitation	2,255.00	182.46	.00	1,094.76	1,160.24	49	2,189.1
650.133	Stormwater	2,450.00	198.20	.00	1,189.20	1,260.80	49	2,378.4
650.134	Security Lights	3,830.00	309.89	.00	1,859.34	1,970.66	49	3,718.0
650.1271	Electricity- Sales Tax	1,290.00	71.58	.00	582.92	707.08	45	1,169.7
660.133	Repairs & Maint. Services	30,350.00	41.47	.00	4,469.47	25,880.53	15	18,839.7
660.139	Fleet Services Labor-RTA Mtce Allocation	35,000.00	2,448.99	.00	17,434.00	17,566.00	50	30,604.0
660.145	Gasoline & Oil	65,000.00	6,180.70	.00	33,434.97	31,565.03	51	73,585.7
660.1391	Fleet Services -Departmental Expense Allocation	34,000.00	3,169.28	.00	20,292.27	13,707.73	60	37,694.4
670.156	Equipment Rental/Lease	10,500.00	423.23	.00	2,715.96	7,784.04	26	6,001.0
682.1721	Prisoner Housing	90,000.00	.00	10,000.00	20,153.10	59,846.90	34	63,665.0
685.180	Membership Dues and Fees	1,815.00	.00	.00	890.00	925.00	49	1,468.7
685.182	Other Operating Expenses	19,701.00	401.00	.00	2,445.83	17,255.17	12	6,342.7

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
685.184	Continuing Education	5,000.00	.00	.00	1,496.92	3,503.08	30	.00
685.186	Training	11,895.00	.00	.00	1,485.00	10,410.00	12	5,531.00
685.187	Special Projects	13,775.00	.00	.00	1,383.55	12,391.45	10	11,926.00
685.189	Reserve Program	2,000.00	.00	.00	.00	2,000.00	0	.00
685.1801	Subscriptions	7,175.00	.00	.00	2,490.52	4,684.48	35	5,054.00
685.1821	Hurricane/Storm Expense	.00	.00	.00	3,875.43	(3,875.43)	+++	2,014.00
685.1861	Law Enforce Accreditation	3,500.00	.00	.00	2,024.18	1,475.82	58	1,983.00
686.186	Legal Services	2,000.00	.00	.00	.00	2,000.00	0	1,105.00
686.189	Employee Medical	14,550.00	510.00	.00	2,047.45	12,502.55	14	3,744.00
686.194	Other Prof/Tech Services	75,000.00	.00	37,500.00	37,500.00	.00	100	75,000.00
686.195	Repair/Maint Svc Contract	29,000.00	283.35	.00	6,299.68	22,700.32	22	18,230.00
686.1895	Employee wellness services	15,000.00	1,077.97	.00	6,148.61	8,851.39	41	17,080.00
687.203	Contract Services	19,100.00	659.95	.00	3,959.70	15,140.30	21	8,251.00
Other Services & Charges Totals		\$618,471.00	\$23,558.39	\$49,708.75	\$229,083.57	\$339,678.68	45%	\$512,316.00
Other Objects								
795.001	IT Internal Allocations	50,000.00	1,713.48	.00	14,121.37	35,878.63	28	60,917.00
795.010	911 Expense Billing	(2,100.00)	(157.30)	.00	(943.80)	(1,156.20)	45	(1,992.60)
Other Objects Totals		\$47,900.00	\$1,556.18	\$0.00	\$13,177.57	\$34,722.43	28%	\$58,924.00
Sub Department 05 - Police Staff Services Totals		\$3,475,258.00	\$250,888.80	\$128,703.32	\$1,687,099.56	\$1,659,455.12	52%	\$3,269,529.00
Sub Department 07 - Victim's Advocate								
Personal Services								
400.101	Regular Pay	41,075.00	2,862.24	.00	22,112.51	18,962.49	54	38,623.00
401.103	Overtime	2,000.00	85.90	.00	1,082.88	917.12	54	5,176.00
405.114	FICA	3,295.00	216.16	.00	1,707.31	1,587.69	52	2,999.00
406.116	Retirement	6,822.00	454.84	.00	3,617.07	3,204.93	53	6,246.00
408.125	SCMIT Worker's Comp Ins.	1,000.00	.00	555.08	555.74	(110.82)	111	1,000.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
410.001	Health Claims Cost	7,990.00	462.24	.00	3,024.84	4,965.16	38	7,757.4
	<i>Personal Services Totals</i>	\$62,182.00	\$4,081.38	\$555.08	\$32,100.35	\$29,526.57	53%	\$61,804.1
	<i>Supplies</i>							
500.101	Supplies and Materials	1,000.00	.00	.00	494.39	505.61	49	718.1
501.101	Uniforms and Clothing	400.00	.00	.00	.00	400.00	0	.0
	<i>Supplies Totals</i>	\$1,400.00	\$0.00	\$0.00	\$494.39	\$905.61	35%	\$718.1
	<i>Other Services & Charges</i>							
610.111	Communications- Landline	180.00	11.28	.00	81.37	98.63	45	140.0
610.112	Postage	300.00	.00	.00	.00	300.00	0	.0
610.1110	Communications- Wireless	1,300.00	98.76	4.31	547.45	748.24	42	1,300.1
640.124	Travel Expense	2,300.00	.00	.00	.00	2,300.00	0	1,101.9
660.133	Repairs & Maint. Services	500.00	.00	.00	.00	500.00	0	.0
660.139	Fleet Services Labor-RTA Mtce Allocation	500.00	.00	.00	.00	500.00	0	123.1
660.145	Gasoline & Oil	1,500.00	93.69	.00	422.77	1,077.23	28	1,808.1
660.1391	Fleet Services -Departmental Expense Allocation	1,150.00	.00	.00	.00	1,150.00	0	.0
670.156	Equipment Rental/Lease	450.00	.00	.00	.00	450.00	0	529.1
685.180	Membership Dues and Fees	75.00	.00	.00	.00	75.00	0	.0
685.182	Other Operating Expenses	500.00	.00	.00	658.03	(158.03)	132	214.1
685.186	Training	800.00	.00	.00	.00	800.00	0	1,225.0
685.187	Special Projects	200.00	.00	.00	.00	200.00	0	113.1
686.189	Employee Medical	425.00	.00	.00	.00	425.00	0	.0
686.195	Repair/Maint Svc Contract	500.00	.00	.00	.00	500.00	0	375.0
686.1895	Employee wellness services	400.00	30.80	.00	175.67	224.33	44	443.1
	<i>Other Services & Charges Totals</i>	\$11,080.00	\$234.53	\$4.31	\$1,885.29	\$9,190.40	17%	\$7,375.1
	<i>Other Objects</i>							
795.001	IT Internal Allocations	3,500.00	171.35	.00	1,412.13	2,087.87	40	4,285.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>Other Objects Totals</i>	\$3,500.00	\$171.35	\$0.00	\$1,412.13	\$2,087.87	40%	\$4,285.00
	Sub Department 07 - Victim's Advocate Totals	\$78,162.00	\$4,487.26	\$559.39	\$35,892.16	\$41,710.45	47%	\$74,183.00
	Sub Department 26 - Grants							
	<i>Supplies</i>							
500.101	Supplies and Materials	3,000.00	.00	.00	526.55	2,473.45	18	816.00
500.102	Equipment	500.00	.00	.00	.00	500.00	0	.00
501.101	Uniforms and Clothing	800.00	136.80	.00	1,424.63	(624.63)	178	513.00
	<i>Supplies Totals</i>	\$4,300.00	\$136.80	\$0.00	\$1,951.18	\$2,348.82	45%	\$1,329.00
	<i>Other Services & Charges</i>							
610.1110	Communications- Wireless	3,000.00	273.54	6.99	1,474.94	1,518.07	49	3,629.00
640.124	Travel Expense	1,700.00	.00	.00	.00	1,700.00	0	805.00
660.133	Repairs & Maint. Services	1,000.00	.00	.00	.00	1,000.00	0	.00
660.139	Fleet Services Labor-RTA Mtce Allocation	1,200.00	.00	.00	760.62	439.38	63	233.00
660.145	Gasoline & Oil	2,800.00	179.08	.00	1,406.60	1,393.40	50	2,762.00
660.1391	Fleet Services -Departmental Expense Allocation	1,000.00	45.41	.00	549.17	450.83	55	1,087.00
685.182	Other Operating Expenses	2,500.00	.00	.00	.00	2,500.00	0	978.00
685.186	Training	1,300.00	.00	.00	.00	1,300.00	0	500.00
685.187	Special Projects	2,000.00	.00	.00	.00	2,000.00	0	.00
	<i>Other Services & Charges Totals</i>	\$16,500.00	\$498.03	\$6.99	\$4,191.33	\$12,301.68	25%	\$9,996.00
	Sub Department 26 - Grants Totals	\$20,800.00	\$634.83	\$6.99	\$6,142.51	\$14,650.50	30%	\$11,326.00
	Department 05 - Police Totals	\$3,574,220.00	\$256,010.89	\$129,269.70	\$1,729,134.23	\$1,715,816.07	52%	\$3,355,039.00
	Department 09 - Planning & Community Development							
	<i>Personal Services</i>							
400.101	Regular Pay	380,065.00	31,421.54	.00	189,447.30	190,617.70	50	312,689.00
401.103	Overtime	3,000.00	310.55	.00	1,469.91	1,530.09	49	2,414.00
405.114	FICA	29,295.00	2,278.71	.00	13,632.58	15,662.42	47	22,758.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
406.116	Retirement	43,526.00	4,973.65	.00	29,663.21	13,862.79	68	46,701.1
408.125	SCMIT Worker's Comp Ins.	3,500.00	.00	2,197.18	2,199.80	(896.98)	126	3,961.9
410.001	Health Claims Cost	46,850.00	5,223.78	.00	30,444.12	16,405.88	65	45,485.0
Personal Services Totals		\$506,236.00	\$44,208.23	\$2,197.18	\$266,856.92	\$237,181.90	53%	\$434,011.0
Supplies								
500.101	Supplies and Materials	4,236.00	78.94	.00	727.63	3,508.37	17	3,844.1
500.102	Equipment	2,900.00	.00	.00	2,133.49	766.51	74	9,373.1
500.103	Furniture	200.00	.00	.00	.00	200.00	0	210.1
500.105	Printing and Binding	2,030.00	.00	.00	.00	2,030.00	0	.0
Supplies Totals		\$9,366.00	\$78.94	\$0.00	\$2,861.12	\$6,504.88	31%	\$13,428.4
Other Services & Charges								
610.111	Communications- Landline	2,000.00	56.43	.00	830.18	1,169.82	42	1,549.4
610.112	Postage	1,500.00	.00	.00	242.95	1,257.05	16	575.1
610.1110	Communications- Wireless	1,800.00	180.16	.00	902.31	897.69	50	2,073.1
620.114	Advertising	2,245.00	351.50	.00	1,017.50	1,227.50	45	1,590.1
640.124	Travel Expense	1,063.00	.00	.00	586.36	476.64	55	1,855.4
650.127	Electricity	2,947.00	114.95	.00	707.05	2,239.95	24	2,297.1
650.128	Water	350.00	17.68	.00	115.60	234.40	33	294.9
650.129	Wastewater	474.00	24.65	.00	160.24	313.76	34	401.8
650.130	Sanitation	582.00	48.71	.00	292.26	289.74	50	573.1
650.133	Stormwater	400.00	32.31	.00	193.86	206.14	48	387.1
650.134	Security Lights	1,080.00	90.00	.00	540.00	540.00	50	1,080.0
650.1271	Electricity- Sales Tax	144.00	21.29	.00	47.38	96.62	33	118.4
660.139	Fleet Services Labor-RTA Mtce Allocation	1,500.00	.00	.00	902.75	597.25	60	1,300.1
660.145	Gasoline & Oil	2,710.00	228.74	.00	1,508.31	1,201.69	56	3,296.4
660.1391	Fleet Services -Departmental Expense Allocation	1,000.00	31.91	.00	378.47	621.53	38	726.0



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
670.156	Equipment Rental/Lease	7,500.00	221.06	.00	3,528.95	3,971.05	47	6,490.00
685.180	Membership Dues and Fees	2,155.00	.00	.00	548.00	1,607.00	25	1,302.00
685.182	Other Operating Expenses	1,470.00	.00	.00	334.61	1,135.39	23	1,496.00
685.184	Continuing Education	840.00	.00	.00	.00	840.00	0	1,326.00
685.186	Training	9,807.00	50.00	.00	2,025.54	7,781.46	21	5,194.00
685.192	KGB Operations	7,000.00	91.81	.00	1,927.13	5,072.87	28	4,479.00
685.1801	Subscriptions	100.00	.00	.00	.00	100.00	0	.00
685.1821	Hurricane/Storm Expense	.00	.00	.00	157.71	(157.71)	+++	799.00
685.1921	KGB grant expenses	7,000.00	.00	.00	879.04	6,120.96	13	6,072.00
686.187	Professional Services	150.00	.00	.00	.00	150.00	0	138.00
686.189	Employee Medical	500.00	.00	.00	.00	500.00	0	348.00
686.191	Contract Services/Studies	79,500.00	.00	2,850.00	.00	76,650.00	4	15,297.00
686.194	Other Prof/Tech Services	.00	.00	.00	294.42	(294.42)	+++	.00
686.195	Repair/Maint Svc Contract	500.00	.00	.00	.00	500.00	0	231.00
686.1895	Employee wellness services	2,000.00	154.00	.00	878.37	1,121.63	44	2,571.00
Other Services & Charges Totals		\$138,317.00	\$1,715.20	\$2,850.00	\$18,998.99	\$116,468.01	16%	\$63,870.00
Other Objects								
795.001	IT Internal Allocations	20,000.00	856.74	.00	7,060.69	12,939.31	35	21,436.00
Other Objects Totals		\$20,000.00	\$856.74	\$0.00	\$7,060.69	\$12,939.31	35%	\$21,436.00
Department 09 - Planning & Community Development Totals		\$673,919.00	\$46,859.11	\$5,047.18	\$295,777.72	\$373,094.10	45%	\$532,746.00
Department 10 - Municipal Court								
Personal Services								
400.101	Regular Pay	125,013.00	10,904.33	.00	66,762.20	58,250.80	53	120,475.00
401.103	Overtime	5,160.00	249.52	.00	2,217.74	2,942.26	43	4,602.00
401.105	On-call pay	5,356.00	400.00	.00	2,600.00	2,756.00	49	5,200.00
405.114	FICA	10,368.00	852.17	.00	5,277.17	5,090.83	51	9,573.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
406.116	Retirement	18,698.00	1,776.00	.00	10,824.27	7,873.73	58	18,496.0
408.125	SCMIT Worker's Comp Ins.	2,200.00	.00	1,364.56	1,366.20	(530.76)	124	2,460.0
410.001	Health Claims Cost	18,581.00	1,629.98	.00	9,779.88	8,801.12	53	18,045.0
<i>Personal Services Totals</i>		\$185,376.00	\$15,812.00	\$1,364.56	\$98,827.46	\$85,183.98	54%	\$178,854.0
<i>Supplies</i>								
500.101	Supplies and Materials	4,000.00	103.55	.00	1,067.42	2,932.58	27	2,847.0
500.102	Equipment	4,000.00	.00	.00	3,596.67	403.33	90	42.0
<i>Supplies Totals</i>		\$8,000.00	\$103.55	\$0.00	\$4,664.09	\$3,335.91	58%	\$2,890.0
<i>Other Services & Charges</i>								
610.111	Communications- Landline	550.00	33.85	.00	244.08	305.92	44	421.0
610.112	Postage	3,500.00	.00	.00	1,173.40	2,326.60	34	2,481.0
610.1110	Communications- Wireless	350.00	(21.66)	.00	85.54	264.46	24	350.0
620.114	Advertising	500.00	.00	.00	.00	500.00	0	.0
640.124	Travel Expense	1,550.00	20.53	.00	710.98	839.02	46	614.0
650.127	Electricity	5,446.00	376.19	.00	2,708.31	2,737.69	50	5,198.0
650.128	Water	359.00	29.99	.00	177.68	181.32	49	486.0
650.129	Wastewater	341.00	29.29	.00	172.86	168.14	51	327.0
650.130	Sanitation	120.00	9.67	.00	58.02	61.98	48	116.0
650.133	Stormwater	215.00	17.39	.00	104.34	110.66	49	208.0
650.134	Security Lights	457.00	38.11	.00	228.66	228.34	50	457.0
650.1271	Electricity- Sales Tax	240.00	13.31	.00	108.40	131.60	45	217.0
660.133	Repairs & Maint. Services	5,000.00	.00	.00	784.62	4,215.38	16	14,689.0
660.139	Fleet Services Labor-RTA Mtce Allocation	1,200.00	.00	.00	124.33	1,075.67	10	703.0
660.145	Gasoline & Oil	639.00	67.26	.00	356.42	282.58	56	700.0
660.1391	Fleet Services -Departmental Expense Allocation	1,200.00	.00	.00	123.75	1,076.25	10	192.0
670.156	Equipment Rental/Lease	2,400.00	179.03	.00	888.91	1,511.09	37	1,930.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
685.180	Membership Dues and Fees	100.00	.00	.00	.00	100.00	0	80.0
685.182	Other Operating Expenses	3,600.00	.00	.00	804.00	2,796.00	22	1,615.4
685.186	Training	570.00	.00	.00	345.00	225.00	61	175.0
686.187	Professional Services	21,800.00	.00	11,000.00	10,650.00	150.00	99	20,569.0
686.195	Repair/Maint Svc Contract	2,000.00	.00	.00	331.74	1,668.26	17	784.9
686.1895	Employee wellness services	1,000.00	92.40	.00	527.03	472.97	53	1,469.0
Other Services & Charges Totals		\$53,137.00	\$885.36	\$11,000.00	\$20,708.07	\$21,428.93	60%	\$53,790.0
Other Objects								
795.001	IT Internal Allocations	24,000.00	856.74	.00	7,060.69	16,939.31	29	23,445.0
Other Objects Totals		\$24,000.00	\$856.74	\$0.00	\$7,060.69	\$16,939.31	29%	\$23,445.0
Department 10 - Municipal Court Totals		\$270,513.00	\$17,657.65	\$12,364.56	\$131,260.31	\$126,888.13	53%	\$258,980.4
Department 11 - Fire								
Personal Services								
400.101	Regular Pay	1,378,815.00	111,068.96	.00	664,096.62	714,718.38	48	1,279,328.0
401.103	Overtime	44,500.00	5,509.43	.00	88,738.08	(44,238.08)	199	155,865.0
402.111	Volunteer Employees	7,000.00	.00	.00	1,035.00	5,965.00	15	3,915.0
405.114	FICA	110,964.00	8,361.33	.00	53,577.29	57,386.71	48	101,107.4
406.116	Retirement	253,462.00	21,213.25	.00	134,054.75	119,407.25	53	243,560.0
408.125	SCMIT Worker's Comp Ins.	50,000.00	.00	34,715.42	35,553.95	(20,269.37)	141	75,252.0
410.001	Health Claims Cost	260,733.00	22,755.76	.00	134,183.20	126,549.80	51	250,046.0
410.002	Health Claim Costs-Retire	42,204.00	(1,306.33)	.00	23,235.02	18,968.98	55	35,833.0
Personal Services Totals		\$2,147,678.00	\$167,602.40	\$34,715.42	\$1,134,473.91	\$978,488.67	54%	\$2,144,909.0
Supplies								
500.101	Supplies and Materials	18,000.00	367.67	.00	8,863.21	9,136.79	49	21,086.0
500.102	Equipment	32,600.00	3,089.62	.00	10,290.41	22,309.59	32	33,505.0
500.103	Furniture	5,484.00	.00	.00	3,766.79	1,717.21	69	2,172.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
660.1392	Fleet Svcs- Outside Vends	20,000.00	.00	.00	19,449.49	550.51	97	21,203.00
670.156	Equipment Rental/Lease	6,500.00	343.80	.00	2,010.84	4,489.16	31	4,428.00
682.169	Laundry & Linen	2,000.00	88.56	.00	409.81	1,590.19	20	901.00
685.180	Membership Dues and Fees	2,218.00	450.00	.00	625.00	1,593.00	28	1,978.00
685.182	Other Operating Expenses	3,000.00	181.43	.00	1,605.20	1,394.80	54	5,923.00
685.184	Continuing Education	5,000.00	.00	.00	.00	5,000.00	0	.00
685.186	Training	21,009.00	.00	.00	5,122.89	15,886.11	24	19,169.00
685.1801	Subscriptions	14,868.00	.00	.00	8,020.50	6,847.50	54	5,790.00
685.1821	Hurricane/Storm Expense	.00	.00	.00	2,946.54	(2,946.54)	+++	8,557.00
686.187	Professional Services	.00	.00	.00	.00	.00	+++	138.00
686.189	Employee Medical	13,500.00	317.00	.00	9,242.22	4,257.78	68	10,232.00
686.195	Repair/Maint Svc Contract	56,802.00	5,471.64	5,673.51	27,194.18	23,934.31	58	63,624.00
686.1895	Employee wellness services	9,500.00	923.98	.00	5,270.24	4,229.76	55	13,958.00
Other Services & Charges Totals		\$331,839.00	\$17,264.38	\$16,897.32	\$184,067.66	\$130,874.02	61%	\$349,722.00
Other Objects								
700.105	Matched Expenses	.00	.00	.00	.00	.00	+++	2,000.00
795.001	IT Internal Allocations	30,000.00	1,028.09	.00	8,472.82	21,527.18	28	33,745.00
Other Objects Totals		\$30,000.00	\$1,028.09	\$0.00	\$8,472.82	\$21,527.18	28%	\$35,745.00
Department 11 - Fire Totals		\$2,628,001.00	\$190,219.18	\$53,885.27	\$1,369,804.96	\$1,204,310.77	54%	\$2,639,204.00
Department 12 - Public Works								
Personal Services								
400.101	Regular Pay	513,319.00	30,283.78	.00	213,355.90	299,963.10	42	464,373.00
401.103	Overtime	18,000.00	1,281.68	.00	7,141.27	10,858.73	40	17,219.00
405.114	FICA	39,581.00	2,266.19	.00	15,713.46	23,867.54	40	34,181.00
406.116	Retirement	71,334.00	4,876.15	.00	32,904.43	38,429.57	46	68,592.00
408.125	SCMIT Worker's Comp Ins.	23,000.00	.00	15,588.40	15,607.04	(8,195.44)	136	28,136.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
410.001	Health Claims Cost	101,206.00	6,185.66	.00	46,441.00	54,765.00	46	97,722.9
410.002	Health Claim Costs-Retire	45,016.00	(1,246.66)	.00	20,035.84	24,980.16	45	34,004.2
<i>Personal Services Totals</i>		\$811,456.00	\$43,646.80	\$15,588.40	\$351,198.94	\$444,668.66	45%	\$744,231.0
<i>Supplies</i>								
500.101	Supplies and Materials	18,000.00	807.84	.00	8,801.48	9,198.52	49	14,966.2
500.102	Equipment	11,000.00	923.25	.00	2,017.28	8,982.72	18	9,335.9
500.103	Furniture	2,500.00	.00	.00	1,272.00	1,228.00	51	2,180.0
500.105	Printing and Binding	1,500.00	75.29	.00	1,256.37	243.63	84	2,495.0
501.101	Uniforms and Clothing	20,000.00	1,037.70	.00	9,872.47	10,127.53	49	16,858.2
513.112	Asphalt/Concrete/Gravel	15,000.00	419.58	.00	1,205.77	13,794.23	8	10,074.9
515.121	Safety Supplies	5,000.00	237.16	.00	838.81	4,161.19	17	4,355.2
<i>Supplies Totals</i>		\$73,000.00	\$3,500.82	\$0.00	\$25,264.18	\$47,735.82	35%	\$60,266.0
<i>Other Services & Charges</i>								
610.111	Communications- Landline	3,500.00	86.15	.00	1,884.73	1,615.27	54	3,530.4
610.112	Postage	100.00	.00	.00	31.85	68.15	32	41.8
610.1110	Communications- Wireless	5,000.00	252.99	.00	1,403.43	3,596.57	28	4,446.0
620.114	Advertising	750.00	.00	.00	74.00	676.00	10	1,381.0
640.124	Travel Expense	1,000.00	.00	.00	586.01	413.99	59	254.2
650.127	Electricity	1,206.00	108.13	.00	692.78	513.22	57	1,153.0
650.128	Water	441.00	38.11	.00	228.64	212.36	52	427.1
650.129	Wastewater	581.00	50.20	.00	301.20	279.80	52	564.0
650.130	Sanitation	470.00	38.04	.00	190.20	279.80	40	456.4
650.133	Stormwater	430.00	34.87	.00	209.22	220.78	49	418.4
650.134	Security Lights	551.00	44.54	.00	267.24	283.76	49	534.4
650.1271	Electricity- Sales Tax	4.00	.16	.00	2.29	1.71	57	1.8
660.133	Repairs & Maint. Services	10,000.00	2,559.61	.00	6,260.07	3,739.93	63	16,791.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
660.139	Fleet Services Labor-RTA Mtce Allocation	22,000.00	712.12	.00	13,305.05	8,694.95	60	16,171.1
660.145	Gasoline & Oil	20,948.00	1,262.84	.00	8,943.23	12,004.77	43	23,294.1
660.1391	Fleet Services -Departmental Expense Allocation	32,000.00	2,659.54	.00	19,337.18	12,662.82	60	38,309.1
663.142	Street Sign Maintenance	5,000.00	.00	.00	1,469.83	3,530.17	29	3,963.1
663.148	Maintenance of Parks	20,000.00	1,488.06	.00	5,190.73	14,809.27	26	17,992.0
670.156	Equipment Rental/Lease	3,000.00	283.26	.00	2,327.77	672.23	78	3,144.4
685.180	Membership Dues and Fees	750.00	160.00	.00	428.00	322.00	57	452.1
685.182	Other Operating Expenses	3,000.00	76.00	.00	992.18	2,007.82	33	703.1
685.186	Training	3,000.00	.00	.00	595.00	2,405.00	20	1,569.0
685.1821	Hurricane/Storm Expense	.00	.00	.00	1,524.68	(1,524.68)	+++	6,040.0
686.187	Professional Services	5,000.00	499.95	5,832.75	2,499.75	(3,332.50)	167	7,383.1
686.189	Employee Medical	1,000.00	45.00	.00	273.25	726.75	27	197.0
686.195	Repair/Maint Svc Contract	8,500.00	156.75	783.75	3,361.88	4,354.37	49	6,325.1
686.1895	Employee wellness services	3,505.00	431.19	.00	2,459.45	1,045.55	70	6,811.0
687.203	Contract Services	10,000.00	.00	.00	.00	10,000.00	0	12,200.1
687.204	Janitorial Services	3,000.00	245.84	1,474.99	1,475.04	49.97	98	.0
Other Services & Charges Totals		\$164,736.00	\$11,233.35	\$8,091.49	\$76,314.68	\$80,329.83	51%	\$174,559.9
Other Objects								
700.105	Matched Expenses	.00	.00	.00	.00	.00	+++	2,000.0
795.001	IT Internal Allocations	4,000.00	171.35	.00	1,412.13	2,587.87	35	5,295.0
Other Objects Totals		\$4,000.00	\$171.35	\$0.00	\$1,412.13	\$2,587.87	35%	\$7,295.0
Department 12 - Public Works Totals		\$1,053,192.00	\$58,552.32	\$23,679.89	\$454,189.93	\$575,322.18	45%	\$986,352.0
Department 13 - Information Technology								
Personal Services								
400.101	Regular Pay	81,440.00	6,687.31	.00	40,513.88	40,926.12	50	76,905.1
405.114	FICA	6,230.00	491.26	.00	2,967.22	3,262.78	48	5,657.1

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
406.116	Retirement	11,561.00	1,039.37	.00	6,235.66	5,325.34	54	11,174.7
408.125	SCMIT Worker's Comp Ins.	725.00	.00	555.08	555.74	(385.82)	153	1,000.9
410.001	Health Claims Cost	8,041.00	704.24	.00	4,225.44	3,815.56	53	7,806.8
	<i>Personal Services Totals</i>	\$107,997.00	\$8,922.18	\$555.08	\$54,497.94	\$52,943.98	51%	\$102,545.4
	<i>Supplies</i>							
500.101	Supplies and Materials	4,000.00	.00	.00	1,117.95	2,882.05	28	4,866.8
500.102	Equipment	10,000.00	.00	.00	.00	10,000.00	0	3,432.9
500.107	Technology Supplies	500.00	.00	.00	33.61	466.39	7	.0
	<i>Supplies Totals</i>	\$14,500.00	\$0.00	\$0.00	\$1,151.56	\$13,348.44	8%	\$8,299.7
	<i>Other Services & Charges</i>							
610.111	Communications- Landline	600.00	33.85	.00	244.08	355.92	41	421.8
610.112	Postage	50.00	.00	.00	.00	50.00	0	.0
610.1110	Communications- Wireless	800.00	50.04	.00	250.10	549.90	31	723.7
640.124	Travel Expense	500.00	.00	.00	.00	500.00	0	144.7
650.127	Electricity	1,473.00	57.48	.00	353.54	1,119.46	24	1,148.9
650.128	Water	175.00	8.83	.00	57.74	117.26	33	147.4
650.129	Wastewater	237.00	12.34	.00	80.12	156.88	34	200.8
650.130	Sanitation	290.00	24.34	.00	146.04	143.96	50	286.7
650.133	Stormwater	920.00	99.94	.00	599.64	320.36	65	1,055.0
650.134	Security Lights	540.00	45.00	.00	270.00	270.00	50	540.0
650.1271	Electricity- Sales Tax	72.00	10.64	.00	23.70	48.30	33	59.7
685.180	Membership Dues and Fees	50.00	.00	.00	.00	50.00	0	35.0
685.182	Other Operating Expenses	500.00	.00	.00	.00	500.00	0	.0
685.186	Training	.00	.00	.00	2,560.00	(2,560.00)	+++	.0
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	+++	1,280.0
686.184	Technology Services	185,340.00	10,719.53	57,938.77	106,891.80	20,509.43	89	191,501.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
686.194	Other Prof/Tech Services	6,000.00	.00	.00	2,916.00	3,084.00	49	4,309.9
686.195	Repair/Maint Svc Contract	10,000.00	.00	.00	.00	10,000.00	0	289.0
686.1895	Employee wellness services	300.00	30.80	.00	175.67	124.33	59	443.7
	<i>Other Services & Charges Totals</i>	\$207,847.00	\$11,092.79	\$57,938.77	\$114,568.43	\$35,339.80	83%	\$202,586.7
	<i>Other Objects</i>							
795.001	IT Internal Allocations	(357,070.00)	(16,449.38)	.00	(135,565.07)	(221,504.93)	38	(311,483.6
	<i>Other Objects Totals</i>	(\$357,070.00)	(\$16,449.38)	\$0.00	(\$135,565.07)	(\$221,504.93)	38%	(\$311,483.6
	<i>Capital Outlay</i>							
900.3950	Computer Software	16,200.00	.00	3,876.00	.00	12,324.00	24	16,688.0
900.4300	Other Equipment	11,000.00	.00	.00	.00	11,000.00	0	.0
	<i>Capital Outlay Totals</i>	\$27,200.00	\$0.00	\$3,876.00	\$0.00	\$23,324.00	14%	\$16,688.0
	Department 13 - Information Technology Totals	\$474.00	\$3,565.59	\$62,369.85	\$34,652.86	(\$96,548.71)	20469%	\$18,636.7
	Department 14 - Fleet Services							
	<i>Personal Services</i>							
400.101	Regular Pay	127,203.00	11,344.81	.00	67,077.42	60,125.58	53	123,366.4
401.103	Overtime	1,000.00	24.89	.00	99.74	900.26	10	9.7
405.114	FICA	9,732.00	816.82	.00	4,794.80	4,937.20	49	8,798.7
406.116	Retirement	17,918.00	1,757.40	.00	10,236.73	7,681.27	57	17,800.4
408.125	SCMIT Worker's Comp Ins.	7,000.00	.00	3,885.54	3,890.18	(775.72)	111	7,006.4
410.001	Health Claims Cost	21,993.00	2,066.96	.00	12,401.76	9,591.24	56	21,352.0
410.002	Health Claim Costs-Retire	14,377.00	(371.18)	.00	6,298.26	8,078.74	44	9,503.0
	<i>Personal Services Totals</i>	\$199,223.00	\$15,639.70	\$3,885.54	\$104,798.89	\$90,538.57	55%	\$187,836.9
	<i>Supplies</i>							
500.101	Supplies and Materials	9,000.00	99.42	.00	2,468.60	6,531.40	27	7,178.7
500.102	Equipment	2,000.00	.00	.00	1,600.07	399.93	80	1,818.0
500.105	Printing and Binding	500.00	.00	.00	.00	500.00	0	155.4

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
501.101	Uniforms and Clothing	4,800.00	322.82	.00	2,304.01	2,495.99	48	5,088.9
515.121	Safety Supplies	1,600.00	.00	.00	.00	1,600.00	0	133.7
Supplies Totals		\$17,900.00	\$422.24	\$0.00	\$6,372.68	\$11,527.32	36%	\$14,374.0
Other Services & Charges								
610.111	Communications- Landline	1,500.00	146.47	.00	915.14	584.86	61	1,360.9
610.112	Postage	100.00	.00	.00	.00	100.00	0	.0
610.1110	Communications- Wireless	600.00	45.04	.00	226.55	373.45	38	619.7
620.114	Advertising	100.00	.00	.00	.00	100.00	0	.0
640.124	Travel Expense	500.00	.00	.00	.00	500.00	0	27.0
650.127	Electricity	11,764.00	1,033.88	.00	5,591.02	6,172.98	48	11,130.7
650.128	Water	440.00	38.08	.00	228.52	211.48	52	427.7
650.129	Wastewater	581.00	50.18	.00	301.08	279.92	52	563.7
650.130	Sanitation	456.00	36.90	.00	221.40	234.60	49	442.8
650.133	Stormwater	784.00	63.41	.00	380.46	403.54	49	760.9
650.134	Security Lights	526.00	42.57	.00	255.42	270.58	49	510.8
650.1271	Electricity- Sales Tax	611.00	39.63	.00	247.50	363.50	41	537.7
660.139	Fleet Services Labor-RTA Mtce Allocation	1,000.00	27.11	.00	679.34	320.66	68	609.7
660.145	Gasoline & Oil	1,770.00	156.06	.00	778.43	991.57	44	2,118.0
660.1391	Fleet Services -Departmental Expense Allocation	800.00	41.25	.00	248.60	551.40	31	371.7
662.140	Building Repairs	1,000.00	.00	.00	23.95	976.05	2	7,021.8
685.182	Other Operating Expenses	500.00	.00	.00	97.52	402.48	20	285.7
685.186	Training	500.00	.00	.00	.00	500.00	0	.0
685.1801	Subscriptions	150.00	.00	.00	.00	150.00	0	.0
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	+++	44.7
686.189	Employee Medical	200.00	100.00	.00	100.00	100.00	50	92.0
686.195	Repair/Maint Svc Contract	6,850.00	57.00	285.00	4,545.00	2,020.00	71	6,293.7

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
686.1895	Employee wellness services	1,000.00	61.60	.00	351.36	648.64	35	1,204.00
	<i>Other Services & Charges Totals</i>	\$31,732.00	\$1,939.18	\$285.00	\$15,191.29	\$16,255.71	49%	\$34,421.00
	<i>Other Objects</i>							
735.122	Services Billed	(245,496.00)	(16,236.04)	.00	(126,283.71)	(119,212.29)	51	(236,764.80)
795.001	IT Internal Allocations	2,000.00	.00	.00	.00	2,000.00	0	2,008.00
	<i>Other Objects Totals</i>	(\$243,496.00)	(\$16,236.04)	\$0.00	(\$126,283.71)	(\$117,212.29)	52%	(\$234,756.10)
	Department 14 - Fleet Services Totals	\$5,359.00	\$1,765.08	\$4,170.54	\$79.15	\$1,109.31	79%	\$1,876.00
	Department 20 - General Government							
	<i>Personal Services</i>							
410.001	Health Claims Cost	500.00	.00	.00	108,305.32	(107,805.32)	21661	.00
410.002	Health Claim Costs-Retire	13,162.00	(1,886.11)	.00	17,781.57	(4,619.57)	135	41,941.00
	<i>Personal Services Totals</i>	\$13,662.00	(\$1,886.11)	\$0.00	\$126,086.89	(\$112,424.89)	923%	\$41,941.00
	<i>Supplies</i>							
500.103	Furniture	1,000.00	.00	.00	.00	1,000.00	0	.00
510.106	Cleaning & Sanitation Sup	2,200.00	67.44	.00	831.64	1,368.36	38	1,049.00
	<i>Supplies Totals</i>	\$3,200.00	\$67.44	\$0.00	\$831.64	\$2,368.36	26%	\$1,049.00
	<i>Other Services & Charges</i>							
600.110	SCMIRF Property/Liab Ins	275,000.00	3,546.49	148,492.83	153,503.17	(26,996.00)	110	300,702.00
600.112	Survivors Health Ins	6,000.00	(324.24)	.00	5,975.20	24.80	100	6,044.00
600.1051	Employee Wellness &Safety	20,700.00	.00	.00	3,812.60	16,887.40	18	18,836.00
600.1052	Unemployment Insurance	3,600.00	.00	.00	.00	3,600.00	0	3,653.00
620.114	Advertising	200.00	.00	.00	58.00	142.00	29	174.00
640.124	Travel Expense	.00	.00	.00	.00	.00	+++	3,471.00
650.133	Stormwater	812.00	65.71	.00	394.26	417.74	49	788.00
660.133	Repairs & Maint. Services	5,000.00	.00	.00	585.00	4,415.00	12	4,487.00
685.180	Membership Dues and Fees	4,500.00	.00	.00	50.00	4,450.00	1	2,941.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
685.181	City Hall Demolition/Rebuild Expenses	125,000.00	32,442.42	351,929.87	100,970.13	(327,900.00)	362	100,725.0
685.182	Other Operating Expenses	7,250.00	2,093.73	.00	14,841.85	(7,591.85)	205	154,268.0
685.1821	Hurricane/Storm Expense	.00	.00	.00	.00	.00	+++	3,312.0
685.1822	City Hall - Temporary Locations	103,824.00	8,827.00	.00	52,087.00	51,737.00	50	.0
686.186	Legal Services	60,000.00	5,152.60	33,015.50	28,302.17	(1,317.67)	102	69,993.0
686.187	Professional Services	9,000.00	.00	.00	6,026.17	2,973.83	67	22,170.0
686.192	Elections	9,000.00	.00	.00	5,954.06	3,045.94	66	7,770.0
686.194	Other Prof/Tech Services	2,000.00	.00	.00	.00	2,000.00	0	5,000.0
686.195	Repair/Maint Svc Contract	5,860.00	.00	.00	617.68	5,242.32	11	1,362.0
686.199	Internal Engineering	35,000.00	2,167.31	.00	18,555.02	16,444.98	53	33,618.0
686.1871	Audit Services	36,000.00	.00	.00	20,000.00	16,000.00	56	38,600.0
686.1895	Employee wellness services	2,500.00	.00	.00	.00	2,500.00	0	2,339.0
687.204	Janitorial Services	8,200.00	688.32	4,130.15	4,129.92	(60.07)	101	.0
	<i>Other Services & Charges Totals</i>	\$719,446.00	\$54,659.34	\$537,568.35	\$415,862.23	(\$233,984.58)	133%	\$780,260.0
	<i>Other Objects</i>							
720.002	Unclaimed funds to the State	.00	.00	.00	.00	.00	+++	2,552.0
795.995	GF Cost Distribution	(291,240.00)	(24,270.00)	.00	(145,620.00)	(145,620.00)	50	(263,130.0
	<i>Other Objects Totals</i>	(\$291,240.00)	(\$24,270.00)	\$0.00	(\$145,620.00)	(\$145,620.00)	50%	(\$260,577.0
	Department 20 - General Government Totals	\$445,068.00	\$28,570.67	\$537,568.35	\$397,160.76	(\$489,661.11)	210%	\$562,674.0
	EXPENSE TOTALS	\$9,537,637.00	\$668,403.53	\$839,118.96	\$4,850,591.91	\$3,847,926.13	60%	\$9,234,804.0
	Fund 0010 - General Fund Totals							
	REVENUE TOTALS	9,668,996.00	543,733.47	.00	2,387,289.82	7,281,706.18	25%	10,500,459.0
	EXPENSE TOTALS	9,537,637.00	668,403.53	839,118.96	4,850,591.91	3,847,926.13	60%	9,234,804.0
	Fund 0010 - General Fund Totals	\$131,359.00	(\$124,670.06)	(\$839,118.96)	(\$2,463,302.09)	\$3,433,780.05		\$1,265,655.0
	Fund 0011 - Debt Service							

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
REVENUE								
	Department 00 - Revenue							
	<i>Property Taxes</i>							
311.002	Property Taxes -Debt Mill	261,360.00	14,926.69	.00	19,780.14	241,579.86	8%	137,802.14
	<i>Property Taxes Totals</i>	\$261,360.00	\$14,926.69	\$0.00	\$19,780.14	\$241,579.86	8%	\$137,802.14
	Department 00 - Revenue Totals	\$261,360.00	\$14,926.69	\$0.00	\$19,780.14	\$241,579.86	8%	\$137,802.14
	REVENUE TOTALS	\$261,360.00	\$14,926.69	\$0.00	\$19,780.14	\$241,579.86	8%	\$137,802.14
EXPENSE								
	Department 21 - Debt Service							
	<i>Supplies</i>							
500.102	Equipment	130,000.00	.00	.00	.00	130,000.00	0%	.00
	<i>Supplies Totals</i>	\$130,000.00	\$0.00	\$0.00	\$0.00	\$130,000.00	0%	\$0.00
	<i>Other Objects</i>							
750.124	Transfers to General Fund	131,360.00	.00	.00	.00	131,360.00	0%	.00
	<i>Other Objects Totals</i>	\$131,360.00	\$0.00	\$0.00	\$0.00	\$131,360.00	0%	\$0.00
	Department 21 - Debt Service Totals	\$261,360.00	\$0.00	\$0.00	\$0.00	\$261,360.00	0%	\$0.00
	EXPENSE TOTALS	\$261,360.00	\$0.00	\$0.00	\$0.00	\$261,360.00	0%	\$0.00
	Fund 0011 - Debt Service Totals							
	REVENUE TOTALS	261,360.00	14,926.69	.00	19,780.14	241,579.86	8%	137,802.14
	EXPENSE TOTALS	261,360.00	.00	.00	.00	261,360.00	0%	.00
	Fund 0011 - Debt Service Totals	\$0.00	\$14,926.69	\$0.00	\$19,780.14	(\$19,780.14)		\$137,802.14
	Fund 0012 - Capital Projects Reserve Fund							
	REVENUE							
	Department 00 - Revenue							
	<i>Operating Transfers In</i>							

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
392.015	Transfer from Capital Projects Fund	586,000.00	.00	.00	.00	586,000.00	0	.0
	<i>Operating Transfers In Totals</i>	\$586,000.00	\$0.00	\$0.00	\$0.00	\$586,000.00	0%	\$0.0
	Department 00 - Revenue Totals	\$586,000.00	\$0.00	\$0.00	\$0.00	\$586,000.00	0%	\$0.0
	REVENUE TOTALS	\$586,000.00	\$0.00	\$0.00	\$0.00	\$586,000.00	0%	\$0.0
	EXPENSE							
	Department 00 - Revenue							
	<i>Other Services & Charges</i>							
686.1911	Grants	.00	.00	.00	(6,911.00)	6,911.00	+++	(471,089.0
	<i>Other Services & Charges Totals</i>	\$0.00	\$0.00	\$0.00	(\$6,911.00)	\$6,911.00	+++	(\$471,089.0
	Department 00 - Revenue Totals	\$0.00	\$0.00	\$0.00	(\$6,911.00)	\$6,911.00	+++	(\$471,089.0
	Department 26 - Special Projects							
	<i>Capital Outlay</i>							
900.903	Sidewalk Program	100,000.00	8,600.00	12,300.00	18,617.00	69,083.00	31	95,916.0
900.904	Street Re-Surfacing Program	50,000.00	.00	.00	.00	50,000.00	0	33,161.0
900.918	Ladder One	.00	.00	(6,911.00)	6,911.00	.00	+++	849,076.0
900.920	Station I Kitchen Repair	50,000.00	.00	.00	2,595.00	47,405.00	5	.0
900.3000	Buildings & Improvements	108,000.00	.00	24,850.50	.00	83,149.50	23	96,141.0
900.3950	Computer Software	10,500.00	.00	.00	.00	10,500.00	0	10,022.0
900.4000	Office Equipment	18,000.00	.00	18,876.19	.00	(876.19)	105	31,586.0
900.4100	Vehicles	60,000.00	.00	33,876.00	.00	26,124.00	56	205,215.0
900.4300	Other Equipment	139,500.00	.00	134,483.35	.00	5,016.65	96	140,317.0
900.6000	Other Improvements	50,000.00	.00	.00	.00	50,000.00	0	.0
	<i>Capital Outlay Totals</i>	\$586,000.00	\$8,600.00	\$217,475.04	\$28,123.00	\$340,401.96	42%	\$1,461,437.0
	Department 26 - Special Projects Totals	\$586,000.00	\$8,600.00	\$217,475.04	\$28,123.00	\$340,401.96	42%	\$1,461,437.0
	EXPENSE TOTALS	\$586,000.00	\$8,600.00	\$217,475.04	\$21,212.00	\$347,312.96	41%	\$990,348.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 0012 - Capital Projects Reserve Fund Totals								
	REVENUE TOTALS	586,000.00	.00	.00	.00	586,000.00	0%	.00
	EXPENSE TOTALS	586,000.00	8,600.00	217,475.04	21,212.00	347,312.96	41%	990,348.10
Fund 0012 - Capital Projects Reserve Fund Totals		\$0.00	(\$8,600.00)	(\$217,475.04)	(\$21,212.00)	\$238,687.04		(\$990,348.50)
Fund 0017 - Federal Grants								
	EXPENSE							
	Department 69 - Federal Grants							
	Supplies							
500.101	Supplies and Materials	.00	.00	.00	.00	.00	+++	1,130.00
	Supplies Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,130.00
	Department 69 - Federal Grants Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,130.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,130.00
Fund 0017 - Federal Grants Totals								
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	1,130.00
Fund 0017 - Federal Grants Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$1,130.00)
Fund 0020 - State Accommodations Tax								
	REVENUE							
	Department 00 - Revenue							
	State Shared							
318.001	Accommodations Tax	140,000.00	.00	.00	47,266.53	92,733.47	34	154,628.10
	State Shared Totals	\$140,000.00	\$0.00	\$0.00	\$47,266.53	\$92,733.47	34%	\$154,628.10
	Investment Earnings							
361.001	Investment Earnings	1,500.00	.00	.00	559.15	940.85	37	2,645.40
	Investment Earnings Totals	\$1,500.00	\$0.00	\$0.00	\$559.15	\$940.85	37%	\$2,645.40

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Department 00 - Revenue Totals		\$141,500.00	\$0.00	\$0.00	\$47,825.68	\$93,674.32	34%	\$157,273.1
REVENUE TOTALS		\$141,500.00	\$0.00	\$0.00	\$47,825.68	\$93,674.32	34%	\$157,273.1
EXPENSE								
Department 33 - State Accommodations Tax								
Other Services & Charges								
620.114	Advertising	500.00	.00	.00	.00	500.00	0	58.0
683.173	Tourism Related	75,000.00	33,629.19	.00	37,354.19	37,645.81	50	67,203.0
683.174	Tourism Advertise/Promote	30,000.00	.00	.00	6,679.96	23,320.04	22	38,888.4
Other Services & Charges Totals		\$105,500.00	\$33,629.19	\$0.00	\$44,034.15	\$61,465.85	42%	\$106,150.0
Other Objects								
750.124	Transfers to General Fund	36,000.00	.00	.00	26,113.33	9,886.67	73	31,481.4
Other Objects Totals		\$36,000.00	\$0.00	\$0.00	\$26,113.33	\$9,886.67	73%	\$31,481.4
Department 33 - State Accommodations Tax Totals		\$141,500.00	\$33,629.19	\$0.00	\$70,147.48	\$71,352.52	50%	\$137,631.1
EXPENSE TOTALS		\$141,500.00	\$33,629.19	\$0.00	\$70,147.48	\$71,352.52	50%	\$137,631.1
Fund 0020 - State Accommodations Tax Totals								
REVENUE TOTALS		141,500.00	.00	.00	47,825.68	93,674.32	34%	157,273.1
EXPENSE TOTALS		141,500.00	33,629.19	.00	70,147.48	71,352.52	50%	137,631.1
Fund 0020 - State Accommodations Tax Totals		\$0.00	(\$33,629.19)	\$0.00	(\$22,321.80)	\$22,321.80		\$19,642.0
Fund 0022 - Local Hospitality/ATax								
REVENUE								
Department 00 - Revenue								
Fees								
324.001	Hospitality Fee	710,000.00	63,049.08	.00	382,070.41	327,929.59	54	728,385.4
324.002	Accommodation Fees	220,000.00	13,596.10	.00	121,617.33	98,382.67	55	237,710.8
Fees Totals		\$930,000.00	\$76,645.18	\$0.00	\$503,687.74	\$426,312.26	54%	\$966,096.2



Budget Performance Report

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Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>State Grants</i>							
332.015	DBA State Grant	.00	.00	.00	30,000.00	(30,000.00)	+++	72,095.00
	<i>State Grants Totals</i>	\$0.00	\$0.00	\$0.00	\$30,000.00	(\$30,000.00)	+++	\$72,095.00
	<i>Investment Earnings</i>							
361.001	Investment Earnings	13,000.00	.00	.00	5,929.18	7,070.82	46	26,076.00
	<i>Investment Earnings Totals</i>	\$13,000.00	\$0.00	\$0.00	\$5,929.18	\$7,070.82	46%	\$26,076.00
	<i>Miscellaneous</i>							
367.001	Operating Contributions	.00	.00	.00	.00	.00	+++	20,000.00
368.100	Retirement System Reimbursement Credit	.00	.00	.00	394.51	(394.51)	+++	.00
369.002	Miscellaneous Revenue	.00	.00	.00	4,500.00	(4,500.00)	+++	46,992.00
	<i>Miscellaneous Totals</i>	\$0.00	\$0.00	\$0.00	\$4,894.51	(\$4,894.51)	+++	\$66,992.00
	<i>Operating Transfers In</i>							
394.002	Transfer from fund balance	198,647.00	.00	.00	.00	198,647.00	0	.00
	<i>Operating Transfers In Totals</i>	\$198,647.00	\$0.00	\$0.00	\$0.00	\$198,647.00	0%	\$0.00
	Department 00 - Revenue Totals	\$1,141,647.00	\$76,645.18	\$0.00	\$544,511.43	\$597,135.57	48%	\$1,131,260.00
	REVENUE TOTALS	\$1,141,647.00	\$76,645.18	\$0.00	\$544,511.43	\$597,135.57	48%	\$1,131,260.00
	EXPENSE							
	Department 08 - Winyah Auditorium							
	<i>Other Services & Charges</i>							
650.127	Electricity	3,105.00	428.57	.00	5,096.86	(1,991.86)	164	4,690.00
	<i>Other Services & Charges Totals</i>	\$3,105.00	\$428.57	\$0.00	\$5,096.86	(\$1,991.86)	164%	\$4,690.00
	Department 08 - Winyah Auditorium Totals	\$3,105.00	\$428.57	\$0.00	\$5,096.86	(\$1,991.86)	164%	\$4,690.00
	Department 23 - Old Hospitality Fees							
	<i>Other Services & Charges</i>							
620.114	Advertising	200.00	.00	.00	.00	200.00	0	.00
620.1141	Advertising- Other	500.00	.00	.00	190.00	310.00	38	.00



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
685.182	Other Operating Expenses	2,500.00	.00	.00	.00	2,500.00	0	630.00
	<i>Other Services & Charges Totals</i>	\$3,200.00	\$0.00	\$0.00	\$190.00	\$3,010.00	6%	\$630.00
	<i>Other Objects</i>							
750.124	Transfers to General Fund	125,000.00	10,416.67	.00	62,500.02	62,499.98	50	108,000.00
	<i>Other Objects Totals</i>	\$125,000.00	\$10,416.67	\$0.00	\$62,500.02	\$62,499.98	50%	\$108,000.00
	<i>Capital Outlay</i>							
900.905	Park Improvements	75,000.00	853.15	37,720.05	853.15	36,426.80	51	69,773.00
	<i>Capital Outlay Totals</i>	\$75,000.00	\$853.15	\$37,720.05	\$853.15	\$36,426.80	51%	\$69,773.00
	Department 23 - Old Hospitality Fees Totals	\$203,200.00	\$11,269.82	\$37,720.05	\$63,543.17	\$101,936.78	50%	\$178,404.00
	Department 24 - New Hospitality Fees							
	<i>Personal Services</i>							
400.101	Regular Pay	33,000.00	3,122.33	.00	18,988.97	14,011.03	58	34,077.00
401.103	Overtime	1,500.00	(45.92)	.00	258.79	1,241.21	17	1,353.00
405.114	FICA	2,500.00	228.73	.00	1,406.71	1,093.29	56	2,589.00
406.116	Retirement	4,500.00	561.90	.00	3,456.69	1,043.31	77	6,078.00
410.001	Health Claims Cost	3,291.00	290.50	.00	1,743.00	1,548.00	53	3,195.00
	<i>Personal Services Totals</i>	\$44,791.00	\$4,157.54	\$0.00	\$25,854.16	\$18,936.84	58%	\$47,294.00
	<i>Other Services & Charges</i>							
620.1141	Advertising- Other	500.00	.00	.00	132.00	368.00	26	116.00
683.174	Tourism Advertise/Promote	198,750.00	6,800.00	.00	80,246.81	118,503.19	40	140,321.00
685.180	Membership Dues and Fees	2,500.00	.00	.00	.00	2,500.00	0	1,550.00
685.182	Other Operating Expenses	19,300.00	769.50	3,847.50	19,941.33	(4,488.83)	123	26,145.00
685.187	Special Projects	369,200.00	243.64	48,435.29	62,068.70	258,696.01	30	157,939.00
685.1871	Way-finding project	50,000.00	.00	.00	371.00	49,629.00	1	3,586.00
686.195	Repair/Maint Svc Contract	11,800.00	1,450.00	5,700.00	6,739.00	(639.00)	105	12,787.00
687.198	Donations & Promotions	500.00	.00	.00	.00	500.00	0	500.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



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Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
687.204	Janitorial Services	32,900.00	2,802.52	16,815.20	17,095.12	(1,010.32)	103	.0
	<i>Other Services & Charges Totals</i>	\$685,450.00	\$12,065.66	\$74,797.99	\$186,593.96	\$424,058.05	38%	\$342,947.0
	<i>Capital Outlay</i>							
900.905	Park Improvements	18,000.00	.00	.00	.00	18,000.00	0	6,150.0
900.1000	Infrastructure Improvemts	.00	.00	.00	.00	.00	+++	4,526.0
900.2500	Land Improvements	.00	.00	.00	.00	.00	+++	26,490.0
900.6000	Other Improvements	.00	.00	.00	.00	.00	+++	75,625.0
	<i>Capital Outlay Totals</i>	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	0%	\$112,791.0
	Department 24 - New Hospitality Fees Totals	\$748,241.00	\$16,223.20	\$74,797.99	\$212,448.12	\$460,994.89	38%	\$503,034.0
	Department 29 - Kaminski House							
	<i>Other Services & Charges</i>							
600.110	SCMIRF Property/Liab Ins	13,500.00	.00	.00	.00	13,500.00	0	.0
650.127	Electricity	2,238.00	151.95	.00	1,055.82	1,182.18	47	2,168.0
650.133	Stormwater	1,268.00	113.40	.00	680.40	587.60	54	1,285.0
650.1271	Electricity- Sales Tax	95.00	5.28	.00	40.16	54.84	42	90.0
685.182	Other Operating Expenses	.00	.00	.00	.00	.00	+++	43.0
687.203	Contract Services	170,000.00	37,500.00	.00	112,500.00	57,500.00	66	170,000.0
	<i>Other Services & Charges Totals</i>	\$187,101.00	\$37,770.63	\$0.00	\$114,276.38	\$72,824.62	61%	\$173,587.0
	<i>Other Objects</i>							
720.120	Donations and Promotions	.00	.00	.00	.00	.00	+++	20,000.0
	<i>Other Objects Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$20,000.0
	Department 29 - Kaminski House Totals	\$187,101.00	\$37,770.63	\$0.00	\$114,276.38	\$72,824.62	61%	\$193,587.0
	EXPENSE TOTALS	\$1,141,647.00	\$65,692.22	\$112,518.04	\$395,364.53	\$633,764.43	44%	\$879,716.0
	Fund 0022 - Local Hospitality/ATax Totals							
	REVENUE TOTALS	1,141,647.00	76,645.18	.00	544,511.43	597,135.57	48%	1,131,260.0

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE TOTALS		1,141,647.00	65,692.22	112,518.04	395,364.53	633,764.43	44%	879,716.0
Fund 0022 - Local Hospitality/ATax Totals		\$0.00	\$10,952.96	(\$112,518.04)	\$149,146.90	(\$36,628.86)		\$251,544.0
Fund 0030 - Electric Utility Fund								
REVENUE								
Department 00 - Revenue								
<i>Operating Revenues</i>								
301.000	Sale Of Utilities	12,600,000.00	934,265.54	.00	6,069,424.99	6,530,575.01	48	11,216,091.0
301.002	New Turn Ons	5,000.00	270.00	.00	1,870.00	3,130.00	37	3,985.0
301.004	Security Lights	250,000.00	23,201.00	.00	140,617.00	109,383.00	56	283,046.0
301.012	Restores	60,000.00	4,410.00	.00	30,525.00	29,475.00	51	71,124.0
302.001	Penalties	125,000.00	8,151.21	.00	64,426.21	60,573.79	52	124,554.0
302.002	Pole Rental	200,000.00	201,759.22	.00	230,455.32	(30,455.32)	115	193,866.0
302.003	Fiber Rental	25,000.00	2,000.00	.00	12,000.00	13,000.00	48	24,000.0
<i>Operating Revenues Totals</i>		\$13,265,000.00	\$1,174,056.97	\$0.00	\$6,549,318.52	\$6,715,681.48	49%	\$11,916,669.0
<i>Federal Grants</i>								
335.004	Fema Recovery	25,000.00	.00	.00	15,257.98	9,742.02	61	55,258.0
<i>Federal Grants Totals</i>		\$25,000.00	\$0.00	\$0.00	\$15,257.98	\$9,742.02	61%	\$55,258.0
<i>Investment Earnings</i>								
306.001	Investment Earnings	70,000.00	7,902.77	.00	53,725.15	16,274.85	77	120,690.0
<i>Investment Earnings Totals</i>		\$70,000.00	\$7,902.77	\$0.00	\$53,725.15	\$16,274.85	77%	\$120,690.0
<i>Miscellaneous</i>								
301.001	Revenue from Energu Efficiency Program	55,000.00	4,754.55	.00	34,888.92	20,111.08	63	78,443.0
307.002	Sale Of Scrap	500.00	.00	.00	.00	500.00	0	.0
368.100	Retirement System Reimbursement Credit	.00	.00	.00	5,805.71	(5,805.71)	+++	.0
369.002	Miscellaneous Revenue	5,000.00	3,650.40	.00	4,360.40	639.60	87	21,528.0
<i>Miscellaneous Totals</i>		\$60,500.00	\$8,404.95	\$0.00	\$45,055.03	\$15,444.97	74%	\$99,972.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>Operating Transfers In</i>							
394.002	Transfer from fund balance	(897,427.00)	.00	.00	.00	(897,427.00)	0	.00
	<i>Operating Transfers In Totals</i>	(\$897,427.00)	\$0.00	\$0.00	\$0.00	(\$897,427.00)	0%	\$0.00
	<i>Sale of Assets</i>							
391.001	Sale of Assets	.00	.00	.00	.00	.00	+++	600.00
	<i>Sale of Assets Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$600.00
	Department 00 - Revenue Totals	\$12,523,073.00	\$1,190,364.69	\$0.00	\$6,663,356.68	\$5,859,716.32	53%	\$12,193,190.00
	REVENUE TOTALS	\$12,523,073.00	\$1,190,364.69	\$0.00	\$6,663,356.68	\$5,859,716.32	53%	\$12,193,190.00
	EXPENSE							
	Department 19 - Electric							
	<i>Personal Services</i>							
400.101	Regular Pay	643,935.00	65,146.15	.00	377,847.94	266,087.06	59	602,142.00
401.103	Overtime	10,000.00	345.02	.00	6,093.87	3,906.13	61	4,352.00
401.105	On-call pay	10,400.00	800.00	.00	5,200.00	5,200.00	50	10,400.00
401.106	Contract Labor	500,000.00	46,659.53	109,420.33	240,509.67	150,070.00	70	587,815.00
405.114	FICA	50,748.00	4,860.82	.00	28,463.57	22,284.43	56	44,687.00
406.116	Retirement	93,905.00	10,254.72	.00	59,526.09	34,378.91	63	89,457.00
408.125	SCMIT Worker's Comp Ins.	60,000.00	.00	38,647.22	38,826.23	(17,473.45)	129	71,198.00
410.001	Health Claims Cost	92,717.00	8,426.66	.00	49,173.24	43,543.76	53	88,429.00
410.002	Health Claim Costs-Retire	40,615.00	(923.63)	.00	15,923.12	24,691.88	39	27,652.00
410.003	OPEB cost	14,000.00	.00	.00	.00	14,000.00	0	(11,543.80)
	<i>Personal Services Totals</i>	\$1,516,320.00	\$135,569.27	\$148,067.55	\$821,563.73	\$546,688.72	64%	\$1,514,590.00
	<i>Supplies</i>							
500.101	Supplies and Materials	26,300.00	1,006.68	.00	5,705.02	20,594.98	22	18,927.00
500.102	Equipment	6,500.00	.00	.00	507.69	5,992.31	8	5,545.00
500.103	Furniture	1,500.00	.00	.00	.00	1,500.00	0	600.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
500.105	Printing and Binding	600.00	.00	.00	.00	600.00	0	.0
501.101	Uniforms and Clothing	13,700.00	3,617.48	.00	9,158.21	4,541.79	67	8,410.1
514.114	Wire Expense	8,000.00	199.46	.00	4,709.14	3,290.86	59	46,362.0
514.115	Christmas Decorations	10,000.00	492.15	.00	2,934.92	7,065.08	29	11,081.4
514.116	Pole Line Hardware	7,000.00	34.23	.00	5,021.54	1,978.46	72	12,334.1
514.117	Poles & Crossarms	6,000.00	163.00	.00	4,810.13	1,189.87	80	12,522.1
514.118	Fuel for Peak Shaving Generation	85,000.00	.00	20,000.00	32,203.88	32,796.12	61	98,283.1
515.121	Safety Supplies	.00	.00	.00	300.00	(300.00)	+++	564.9
515.123	Special Dept Supplies	14,000.00	732.40	1,950.40	11,608.24	441.36	97	17,733.1
521.128	Meter Supplies	44,000.00	.00	.00	677.88	43,322.12	2	33,156.0
523.133	Street Light Supplies	4,000.00	222.03	.00	591.07	3,408.93	15	5,511.1
531.143	Security Lights	20,000.00	1,437.43	.00	13,661.50	6,338.50	68	25,341.1
531.145	Transformer Supplies	8,000.00	.00	.00	6,332.00	1,668.00	79	31,261.1
540.150	Power Purchases	8,000,100.00	42,265.63	.00	3,602,401.81	4,397,698.19	45	7,739,076.1
	<i>Supplies Totals</i>	\$8,254,700.00	\$50,170.49	\$21,950.40	\$3,700,623.03	\$4,532,126.57	45%	\$8,066,713.1
	<i>Other Services & Charges</i>							
540.153	Energy Efficiency Program	60,000.00	.00	.00	34,426.20	25,573.80	57	74,831.1
600.110	SCMIRF Property/Liab Ins	275,000.00	.00	157,943.19	137,440.05	(20,383.24)	107	273,012.1
610.111	Communications- Landline	5,000.00	326.23	.00	3,168.23	1,831.77	63	6,035.1
610.112	Postage	2,500.00	.00	.00	2,793.43	(293.43)	112	5,535.9
610.1110	Communications- Wireless	7,000.00	530.73	.00	3,078.65	3,921.35	44	6,935.1
620.114	Advertising	600.00	74.00	.00	74.00	526.00	12	406.0
640.124	Travel Expense	6,240.00	.00	.00	2,311.20	3,928.80	37	2,726.1
650.127	Electricity	24,066.00	1,744.47	.00	11,064.75	13,001.25	46	24,359.9
650.128	Water	1,427.00	108.81	.00	706.06	720.94	49	1,379.8
650.129	Wastewater	1,978.00	151.99	.00	980.72	997.28	50	1,912.9

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
650.130	Sanitation	2,085.00	168.66	.00	1,011.96	1,073.04	49	2,023.9
650.133	Stormwater	1,521.00	123.02	.00	738.12	782.88	49	1,476.0
650.134	Security Lights	10,494.00	849.00	.00	5,094.00	5,400.00	49	10,188.0
650.1271	Electricity- Sales Tax	4,230.00	291.91	.00	970.72	3,259.28	23	3,847.0
660.133	Repairs & Maint. Services	8,000.00	140.82	.00	2,000.64	5,999.36	25	2,703.0
660.139	Fleet Services Labor-RTA Mtce Allocation	16,000.00	676.09	.00	7,285.47	8,714.53	46	42,047.0
660.140	Hydraulic Repair	12,000.00	.00	.00	359.14	11,640.86	3	21,859.0
660.145	Gasoline & Oil	21,100.00	1,964.22	.00	11,288.54	9,811.46	54	21,343.0
660.1391	Fleet Services -Departmental Expense Allocation	20,500.00	1,358.71	.00	20,146.37	353.63	98	19,748.0
662.140	Building Repairs	2,000.00	.00	.00	.00	2,000.00	0	.0
662.141	Department Repairs	10,000.00	(297.14)	.00	8,496.74	1,503.26	85	.0
663.145	Sub-Station Maintenance	3,000.00	.00	.00	.00	3,000.00	0	.0
663.146	Transformers Repairs	6,000.00	.00	.00	.00	6,000.00	0	25.0
664.101	Community Education	1,500.00	.00	.00	808.51	691.49	54	.0
670.156	Equipment Rental/Lease	3,800.00	100.59	.00	1,643.32	2,156.68	43	2,537.0
670.157	Equipment Lease	.00	.00	.00	3.60	(3.60)	+++	65.0
682.170	Infrared Test	800.00	.00	.00	.00	800.00	0	590.0
682.171	Safety Testing/Compliance	3,500.00	1,136.01	.00	2,546.85	953.15	73	295.0
682.172	Ground Maint. Expenses	1,000.00	.00	.00	8.50	991.50	1	.0
682.173	Tree Crew Maintenance	15,500.00	178.00	.00	4,447.02	11,052.98	29	11,014.0
685.180	Membership Dues and Fees	18,015.00	.00	6,898.79	9,745.20	1,371.01	92	16,502.0
685.182	Other Operating Expenses	2,000.00	179.89	.00	8,638.82	(6,638.82)	432	28,219.0
685.183	Depreciation	530,700.00	59,290.94	.00	355,622.44	175,077.56	67	520,600.0
685.186	Training	16,200.00	.00	.00	6,893.00	9,307.00	43	8,471.0
685.190	Landfill Fees	5,000.00	.00	.00	5,566.25	(566.25)	111	7,418.0
685.1801	Subscriptions	40.00	.00	.00	.00	40.00	0	.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
685.1821	Hurricane/Storm Expense	.00	.00	.00	41,668.24	(41,668.24)	+++	29,507.4
686.186	Legal Services	10,000.00	.00	.00	.00	10,000.00	0	.0
686.187	Professional Services	11,700.00	499.95	5,832.75	3,043.83	2,823.42	76	14,556.2
686.188	Architect/Engineer Servcs	33,000.00	3,919.01	1,829.15	28,754.33	2,416.52	93	39,955.9
686.189	Employee Medical	700.00	45.00	.00	82.30	617.70	12	531.0
686.190	Consulting Services	.00	.00	.00	.00	.00	+++	32,838.0
686.191	Contract Services/Studies	3,600.00	.00	.00	566.04	3,033.96	16	1,997.2
686.194	Other Prof/Tech Services	80,000.00	.00	.00	.00	80,000.00	0	.0
686.195	Repair/Maint Svc Contract	21,000.00	673.37	8,846.76	7,444.63	4,708.61	78	24,518.8
686.199	Internal Engineering	18,000.00	1,083.65	.00	9,277.52	8,722.48	52	16,809.2
686.1895	Employee wellness services	6,000.00	431.19	.00	2,459.45	3,540.55	41	6,933.2
687.202	Utility Billing Services	40,000.00	.00	11,180.80	26,360.84	2,458.36	94	36,393.2
687.204	Janitorial Services	2,500.00	196.67	1,180.00	1,180.02	139.98	94	.0
Other Services & Charges Totals		\$1,325,296.00	\$75,945.79	\$193,711.44	\$770,195.70	\$361,388.86	73%	\$1,322,154.2
Other Objects								
702.105	Interest on Bonds	106,065.00	8,924.67	.00	53,548.02	52,516.98	50	118,207.8
702.110	Bond Principal	564,084.00	46,916.67	.00	281,500.02	282,583.98	50	552,000.0
703.1001	Agent Fees	.00	.00	.00	2,500.00	(2,500.00)	+++	2,500.0
720.001	Provision for Bad Debts	40,000.00	3,333.33	.00	19,999.98	20,000.02	50	43,550.0
720.006	Public Assistance Program	10,000.00	.00	.00	.00	10,000.00	0	10,000.0
750.124	Transfers to General Fund	741,054.00	61,754.50	.00	370,527.00	370,527.00	50	749,115.0
795.001	IT Internal Allocations	115,000.00	4,283.69	.00	35,303.43	79,696.57	31	87,163.0
795.995	GF Cost Distribution	413,500.00	34,458.33	.00	206,749.98	206,750.02	50	398,300.0
7999.9999	Principal Reclassified	(564,084.00)	(46,916.67)	.00	(281,500.02)	(282,583.98)	50	(552,000.0
Other Objects Totals		\$1,425,619.00	\$112,754.52	\$0.00	\$688,628.41	\$736,990.59	48%	\$1,408,836.4
Capital Outlay								

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
900.952	Peak Shaving Generation	.00	.00	.00	.00	.00	+++	52,362.0
900.3100	Electric Distribution	2,210,000.00	67.25	813,871.61	54,346.55	1,341,781.84	39	201,220.0
900.3101	Transformer-Pad Mounts 99900	.00	.00	.00	4,068.00	(4,068.00)	+++	29,651.0
900.3102	Meters & Equipment 99901	.00	.00	.00	112.65	(112.65)	+++	2,896.0
900.3103	Wire Expense 99902	.00	43.52	.00	2,051.65	(2,051.65)	+++	8,485.0
900.3104	Pole Line Hardware 99903	.00	15.40	.00	2,412.51	(2,412.51)	+++	7,340.0
900.3105	Transformer-Pole Mounted 99904	.00	.00	.00	673.00	(673.00)	+++	4,293.0
900.3106	Poles 99905	.00	139.78	.00	2,122.12	(2,122.12)	+++	3,569.0
900.3107	Security & Street Lights 99906	.00	52.06	.00	1,317.34	(1,317.34)	+++	1,396.0
900.3108	Misc. Line Upgrades - Sumter Utilities	.00	.00	.00	.00	.00	+++	212,722.0
900.4100	Vehicles	153,000.00	.00	156,840.63	.00	(3,840.63)	103	.0
900.4300	Other Equipment	70,000.00	.00	.00	.00	70,000.00	0	783,979.0
9999.9999	Assets Reclassified	(2,433,000.00)	.00	.00	(66,785.81)	(2,366,214.19)	3	(1,307,917.6
Capital Outlay Totals		\$0.00	\$318.01	\$970,712.24	\$318.01	(\$971,030.25)	+++	\$0.0
Department 19 - Electric Totals		\$12,521,935.00	\$374,758.08	\$1,334,441.63	\$5,981,328.88	\$5,206,164.49	58%	\$12,312,295.0
Department 36 - Fiber Optics								
Other Services & Charges								
685.183	Depreciation	1,138.00	19.11	.00	114.66	1,023.34	10	229.0
Other Services & Charges Totals		\$1,138.00	\$19.11	\$0.00	\$114.66	\$1,023.34	10%	\$229.0
Department 36 - Fiber Optics Totals		\$1,138.00	\$19.11	\$0.00	\$114.66	\$1,023.34	10%	\$229.0
EXPENSE TOTALS		\$12,523,073.00	\$374,777.19	\$1,334,441.63	\$5,981,443.54	\$5,207,187.83	58%	\$12,312,524.0
Fund 0030 - Electric Utility Fund Totals								
REVENUE TOTALS		12,523,073.00	1,190,364.69	.00	6,663,356.68	5,859,716.32	53%	12,193,190.0
EXPENSE TOTALS		12,523,073.00	374,777.19	1,334,441.63	5,981,443.54	5,207,187.83	58%	12,312,524.0
Fund 0030 - Electric Utility Fund Totals		\$0.00	\$815,587.50	(\$1,334,441.63)	\$681,913.14	\$652,528.49		(\$119,334.2

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 0031 - Water Utility Fund								
REVENUE								
Department 00 - Revenue								
Operating Revenues								
301.000	Sale Of Utilities	2,212,644.00	191,156.22	.00	1,170,398.59	1,042,245.41	53	1,845,989.4
301.002	New Turn Ons	3,000.00	220.00	.00	1,605.00	1,395.00	54	3,385.0
301.006	Sale Of Raw Water	13,000.00	721.01	.00	6,705.24	6,294.76	52	13,297.9
301.009	New Service Taps	8,000.00	1,000.00	.00	11,856.10	(3,856.10)	148	34,256.0
301.013	Meter Installation	1,000.00	.00	.00	1,950.00	(950.00)	195	4,200.0
302.001	Penalties	30,000.00	1,933.48	.00	13,160.63	16,839.37	44	28,231.9
Operating Revenues Totals		\$2,267,644.00	\$195,030.71	\$0.00	\$1,205,675.56	\$1,061,968.44	53%	\$1,929,360.0
Impact Fees								
324.020	Water Impact Fee	10,000.00	.00	.00	8,440.00	1,560.00	84	16,248.8
Impact Fees Totals		\$10,000.00	\$0.00	\$0.00	\$8,440.00	\$1,560.00	84%	\$16,248.8
Federal Grants								
335.004	Fema Recovery	5,000.00	.00	.00	10,768.10	(5,768.10)	215	37,952.0
Federal Grants Totals		\$5,000.00	\$0.00	\$0.00	\$10,768.10	(\$5,768.10)	215%	\$37,952.0
Investment Earnings								
306.001	Investment Earnings	38,000.00	2,217.90	.00	15,515.38	22,484.62	41	54,249.8
Investment Earnings Totals		\$38,000.00	\$2,217.90	\$0.00	\$15,515.38	\$22,484.62	41%	\$54,249.8
Miscellaneous								
368.100	Retirement System Reimbursement Credit	.00	.00	.00	6,713.50	(6,713.50)	+++	.0
369.002	Miscellaneous Revenue	10,000.00	.00	.00	1,930.80	8,069.20	19	16,496.0
Miscellaneous Totals		\$10,000.00	\$0.00	\$0.00	\$8,644.30	\$1,355.70	86%	\$16,496.0
Operating Transfers In								
394.002	Transfer from fund balance	620,366.00	.00	.00	.00	620,366.00	0	.0

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Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>Operating Transfers In Totals</i>	\$620,366.00	\$0.00	\$0.00	\$0.00	\$620,366.00	0%	\$0.00
	<i>Sale of Assets</i>							
391.001	Sale of Assets	500.00	89.00	.00	6,191.00	(5,691.00)	1238	6,413.00
	<i>Sale of Assets Totals</i>	\$500.00	\$89.00	\$0.00	\$6,191.00	(\$5,691.00)	1238%	\$6,413.00
	Department 00 - Revenue Totals	\$2,951,510.00	\$197,337.61	\$0.00	\$1,255,234.34	\$1,696,275.66	43%	\$2,060,721.40
	REVENUE TOTALS	\$2,951,510.00	\$197,337.61	\$0.00	\$1,255,234.34	\$1,696,275.66	43%	\$2,060,721.40
	EXPENSE							
	Department 15 - Water Distribution							
	<i>Personal Services</i>							
400.101	Regular Pay	202,319.00	16,363.75	.00	95,592.55	106,726.45	47	186,858.00
401.103	Overtime	14,000.00	347.85	.00	8,554.08	5,445.92	61	14,024.00
401.105	On-call pay	5,200.00	400.00	.00	2,600.00	2,600.00	50	5,200.00
405.114	FICA	17,014.00	1,268.70	.00	7,891.02	9,122.98	46	14,791.00
406.116	Retirement	31,458.00	2,677.29	.00	16,410.80	15,047.20	52	29,750.00
408.125	SCMIT Worker's Comp Ins.	11,000.00	.00	7,678.56	7,687.74	(4,366.30)	140	14,534.00
410.001	Health Claims Cost	27,075.00	2,051.74	.00	10,065.60	17,009.40	37	28,291.00
410.002	Health Claim Costs-Retire	13,501.00	(21.12)	.00	3,223.24	10,277.76	24	10,104.00
410.003	OPEB cost	4,000.00	.00	.00	.00	4,000.00	0	(3,206.60)
	<i>Personal Services Totals</i>	\$325,567.00	\$23,088.21	\$7,678.56	\$152,025.03	\$165,863.41	49%	\$300,348.00
	<i>Supplies</i>							
500.101	Supplies and Materials	5,060.00	70.23	.00	1,832.15	3,227.85	36	4,134.00
500.102	Equipment	3,950.00	.00	.00	1,843.30	2,106.70	47	2,953.00
501.101	Uniforms and Clothing	5,150.00	.00	.00	1,855.43	3,294.57	36	4,304.00
513.112	Asphalt/Concrete/Gravel	23,680.00	1,612.90	10,876.80	16,995.40	(4,192.20)	118	25,741.00
514.110	Water Dist System Supply	40,100.00	3,003.50	.00	20,558.25	19,541.75	51	56,199.00
515.121	Safety Supplies	300.00	.00	.00	.00	300.00	0	.00

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
523.136	Hydrant Replacement	8,400.00	.00	.00	.00	8,400.00	0	6,517.1
532.148	Small Hand Tools	550.00	.00	.00	151.66	398.34	28	351.1
Supplies Totals		\$87,190.00	\$4,686.63	\$10,876.80	\$43,236.19	\$33,077.01	62%	\$100,202.4
Other Services & Charges								
515.129	Permit Fees Due To Others	900.00	531.19	.00	531.19	368.81	59	623.0
600.110	SCMIRF Property/Liab Ins	19,500.00	.00	11,327.66	9,857.18	(1,684.84)	109	19,301.1
610.112	Postage	900.00	.00	.00	392.31	507.69	44	880.1
610.1110	Communications- Wireless	660.00	45.04	.00	225.10	434.90	34	619.1
620.114	Advertising	750.00	74.00	.00	74.00	676.00	10	.0
640.124	Travel Expense	966.00	.00	.00	789.78	176.22	82	369.8
650.127	Electricity	6,990.00	690.79	.00	3,822.11	3,167.89	55	6,639.0
650.128	Water	15,264.00	1,787.19	.00	10,194.43	5,069.57	67	15,700.1
650.129	Wastewater	9,073.00	764.42	.00	5,694.25	3,378.75	63	9,682.9
650.130	Sanitation	692.00	55.96	.00	335.76	356.24	49	671.1
650.133	Stormwater	4,868.00	356.08	.00	2,136.48	2,731.52	44	4,688.1
650.1271	Electricity- Sales Tax	342.00	33.05	.00	180.31	161.69	53	313.1
660.133	Repairs & Maint. Services	17,500.00	243.80	.00	1,056.59	16,443.41	6	10,025.9
660.139	Fleet Services Labor-RTA Mtce Allocation	9,000.00	107.19	.00	1,817.09	7,182.91	20	5,055.0
660.145	Gasoline & Oil	7,954.00	787.80	.00	4,040.08	3,913.92	51	8,453.1
660.1391	Fleet Services -Departmental Expense Allocation	7,000.00	528.04	.00	4,371.54	2,628.46	62	7,249.0
670.156	Equipment Rental/Lease	560.00	.00	.00	.00	560.00	0	.0
685.180	Membership Dues and Fees	475.00	.00	.00	50.00	425.00	11	110.0
685.182	Other Operating Expenses	1,500.00	48.91	.00	3,100.64	(1,600.64)	207	9,725.1
685.183	Depreciation	360,000.00	30,311.33	.00	182,014.13	177,985.87	51	339,945.1
685.186	Training	2,360.00	.00	.00	1,525.00	835.00	65	1,735.0
685.1821	Hurricane/Storm Expense	.00	.00	.00	168.83	(168.83)	+++	.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
686.187	Professional Services	3,320.00	166.80	1,946.00	834.00	540.00	84	2,509.00
686.189	Employee Medical	840.00	.00	.00	205.00	635.00	24	137.00
686.191	Contract Services/Studies	2,400.00	.00	.00	566.05	1,833.95	24	1,997.00
686.195	Repair/Maint Svc Contract	700.00	.00	.00	.00	700.00	0	20.00
686.199	Internal Engineering	17,000.00	1,083.65	.00	9,277.52	7,722.48	55	16,809.00
686.1895	Employee wellness services	2,400.00	154.00	.00	878.37	1,521.63	37	2,599.00
687.202	Utility Billing Services	8,000.00	.00	1,691.20	3,987.32	2,321.48	71	5,504.00
687.204	Janitorial Services	2,000.00	49.17	294.99	295.02	1,409.99	30	.00
Other Services & Charges Totals		\$503,914.00	\$37,818.41	\$15,259.85	\$248,420.08	\$240,234.07	52%	\$471,368.00
Other Objects								
702.106	Interest- Bonds	129,405.00	10,623.63	.00	64,563.51	64,841.49	50	122,581.00
702.110	Bond Principal	385,150.00	52,065.83	.00	108,405.29	276,744.71	28	343,555.00
703.109	Agents Fee	8,000.00	.00	.00	5,550.00	2,450.00	69	4,862.00
720.001	Provision for Bad Debts	8,000.00	666.67	.00	4,000.02	3,999.98	50	8,709.00
750.124	Transfers to General Fund	116,778.00	9,731.50	.00	58,389.00	58,389.00	50	112,750.00
795.995	GF Cost Distribution	89,600.00	7,466.67	.00	44,800.02	44,799.98	50	86,300.00
7999.9999	Principal Reclassified	(385,150.00)	(46,452.62)	.00	(74,858.59)	(310,291.41)	19	(343,555.90)
Other Objects Totals		\$351,783.00	\$34,101.68	\$0.00	\$210,849.25	\$140,933.75	60%	\$335,203.00
Inter-Dept. Allocations								
795.999	Allocation G&A Services	67,700.00	3,399.90	.00	26,580.47	41,119.53	39	67,131.00
Inter-Dept. Allocations Totals		\$67,700.00	\$3,399.90	\$0.00	\$26,580.47	\$41,119.53	39%	\$67,131.00
Capital Outlay								
900.3000	Buildings & Improvements	.00	.00	.00	.00	.00	+++	10,260.00
900.3500	Water Distribution	500,000.00	.00	(265,757.18)	298,949.45	466,807.73	7	2,458,653.00
9999.9999	Assets Reclassified	(500,000.00)	.00	.00	(298,949.45)	(201,050.55)	60	(2,468,913.70)
Capital Outlay Totals		\$0.00	\$0.00	(\$265,757.18)	\$0.00	\$265,757.18	+++	\$0.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Department 15 - Water Distribution Totals		\$1,336,154.00	\$103,094.83	(\$231,941.97)	\$681,111.02	\$886,984.95	34%	\$1,274,255.00
Department 16 - Filtration								
Personal Services								
400.101	Regular Pay	268,835.00	21,867.82	.00	128,505.02	140,329.98	48	242,628.00
401.103	Overtime	8,000.00	398.16	.00	3,394.99	4,605.01	42	8,413.00
401.105	On-call pay	7,020.00	533.36	.00	3,466.84	3,553.16	49	6,933.00
405.114	FICA	22,027.00	1,621.87	.00	9,540.20	12,486.80	43	18,316.00
406.116	Retirement	40,789.00	3,532.79	.00	20,692.09	20,096.91	51	37,316.00
408.125	SCMIT Worker's Comp Ins.	10,000.00	.00	6,915.34	6,923.60	(3,838.94)	138	12,469.00
410.001	Health Claims Cost	36,751.00	3,602.20	.00	22,539.20	14,211.80	61	36,159.00
410.002	Health Claim Costs-Retire	11,618.00	(342.64)	.00	4,877.32	6,740.68	42	7,167.00
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	(4,489.20)
Personal Services Totals		\$410,040.00	\$31,213.56	\$6,915.34	\$199,939.26	\$203,185.40	50%	\$364,916.00
Supplies								
500.101	Supplies and Materials	4,175.00	525.44	.00	2,573.53	1,601.47	62	3,415.00
500.102	Equipment	11,100.00	.00	.00	4,710.66	6,389.34	42	5,328.00
501.101	Uniforms and Clothing	3,300.00	.00	.00	1,353.02	1,946.98	41	2,009.00
512.108	Chemicals	279,920.00	14,332.31	79,199.52	116,799.16	83,921.32	70	357,251.00
512.109	Laboratory Supplies	15,577.00	2,813.56	2,617.69	10,887.17	2,072.14	87	15,957.00
515.121	Safety Supplies	1,900.00	.00	.00	.00	1,900.00	0	600.00
532.148	Small Hand Tools	490.00	.00	.00	514.61	(24.61)	105	61.00
540.151	IP Raw Water Contract-Cty	22,960.00	.00	.00	10,563.02	12,396.98	46	32,076.00
540.152	Raw Water Pump Maint.	26,000.00	4,983.36	.00	29,572.34	(3,572.34)	114	60,316.00
540.157	Treated Water Purchase	500.00	6.50	.00	32.50	467.50	6	84.00
540.1510	IP Raw Water Contract-Stl	11,808.00	.00	.00	.00	11,808.00	0	.00
Supplies Totals		\$377,730.00	\$22,661.17	\$81,817.21	\$177,006.01	\$118,906.78	69%	\$477,101.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<i>Other Services & Charges</i>								
515.129	Permit Fees Due To Others	22,000.00	.00	.00	19,389.00	2,611.00	88	20,639.00
600.110	SCMIRF Property/Liab Ins	15,000.00	.00	8,827.24	7,681.35	(1,508.59)	110	15,040.00
610.111	Communications- Landline	1,200.00	94.81	.00	568.57	631.43	47	1,105.00
610.112	Postage	1,000.00	.00	.00	.00	1,000.00	0	100.00
610.1110	Communications- Wireless	420.00	45.04	.00	225.10	194.90	54	576.00
620.114	Advertising	1,000.00	.00	.00	.00	1,000.00	0	941.00
640.124	Travel Expense	907.00	.00	.00	169.52	737.48	19	117.00
650.127	Electricity	82,400.00	7,517.51	.00	44,571.40	37,828.60	54	79,374.00
650.130	Sanitation	929.00	75.20	.00	451.20	477.80	49	902.00
650.133	Stormwater	2,219.00	179.55	.00	1,077.30	1,141.70	49	2,154.00
650.134	Security Lights	1,632.00	132.00	.00	792.00	840.00	49	1,584.00
650.1271	Electricity- Sales Tax	120.00	7.95	.00	51.30	68.70	43	97.00
660.133	Repairs & Maint. Services	34,000.00	235.13	.00	9,415.12	24,584.88	28	29,092.00
660.139	Fleet Services Labor-RTA Mtce Allocation	5,000.00	976.91	.00	1,496.28	3,503.72	30	4,985.00
660.145	Gasoline & Oil	1,796.00	54.25	.00	535.32	1,260.68	30	1,677.00
660.1391	Fleet Services -Departmental Expense Allocation	2,000.00	142.44	.00	1,302.25	697.75	65	2,101.00
662.140	Building Repairs	3,500.00	.00	.00	3,263.67	236.33	93	4,897.00
670.156	Equipment Rental/Lease	300.00	.00	.00	.00	300.00	0	.00
685.180	Membership Dues and Fees	525.00	.00	.00	270.00	255.00	51	390.00
685.182	Other Operating Expenses	1,500.00	.00	.00	.00	1,500.00	0	26.00
685.183	Depreciation	308,800.00	22,423.09	.00	134,538.99	174,261.01	44	270,659.00
685.186	Training	1,960.00	.00	.00	339.00	1,621.00	17	755.00
685.1821	Hurricane/Storm Expense	.00	.00	.00	322.31	(322.31)	+++	30,715.00
686.187	Professional Services	40,920.00	45.00	9,963.00	1,290.00	29,667.00	28	21,994.00
686.189	Employee Medical	220.00	.00	.00	.00	220.00	0	187.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
686.195	Repair/Maint Svc Contract	1,800.00	.00	.00	721.50	1,078.50	40	1,227.0
686.199	Internal Engineering	16,000.00	1,083.65	.00	9,277.52	6,722.48	58	16,809.0
686.1895	Employee wellness services	2,760.00	184.80	.00	1,054.06	1,705.94	38	3,023.4
687.204	Janitorial Services	2,000.00	196.67	1,180.00	1,180.02	(360.02)	118	.0
Other Services & Charges Totals		\$551,908.00	\$33,394.00	\$19,970.24	\$239,982.78	\$291,954.98	47%	\$511,175.4
Other Objects								
750.124	Transfers to General Fund	104,060.00	8,671.67	.00	52,030.02	52,029.98	50	99,980.0
795.995	GF Cost Distribution	79,840.00	6,653.33	.00	39,919.98	39,920.02	50	76,899.9
Other Objects Totals		\$183,900.00	\$15,325.00	\$0.00	\$91,950.00	\$91,950.00	50%	\$176,880.0
Inter-Dept. Allocations								
795.999	Allocation G&A Services	92,000.00	3,399.90	.00	26,580.47	65,419.53	29	67,131.8
Inter-Dept. Allocations Totals		\$92,000.00	\$3,399.90	\$0.00	\$26,580.47	\$65,419.53	29%	\$67,131.8
Capital Outlay								
900.3300	Water Filtration Plant	650,000.00	3,242.50	482,308.05	167,691.95	.00	100	220,812.0
900.4300	Other Equipment	175,000.00	.00	.00	.00	175,000.00	0	.0
9999.9999	Assets Reclassified	(825,000.00)	(3,242.50)	.00	(167,691.95)	(657,308.05)	20	(220,812.0
Capital Outlay Totals		\$0.00	\$0.00	\$482,308.05	\$0.00	(\$482,308.05)	+++	\$0.0
Department 16 - Filtration Totals		\$1,615,578.00	\$105,993.63	\$591,010.84	\$735,458.52	\$289,108.64	82%	\$1,597,205.0
Department 41 - General & Administrative								
Personal Services								
400.101	Regular Pay	113,744.00	9,550.49	.00	57,902.99	55,841.01	51	120,101.0
401.103	Overtime	200.00	.00	.00	.00	200.00	0	83.0
405.114	FICA	8,942.00	696.79	.00	4,209.68	4,732.32	47	8,710.0
406.116	Retirement	16,537.00	1,478.26	.00	8,865.64	7,671.36	54	17,417.0
408.125	SCMIT Worker's Comp Ins.	3,500.00	.00	2,104.66	2,107.18	(711.84)	120	3,795.0
410.001	Health Claims Cost	18,052.00	1,366.84	.00	8,201.04	9,850.96	45	17,328.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	(2,565.2
<i>Personal Services Totals</i>		\$165,975.00	\$13,092.38	\$2,104.66	\$81,286.53	\$82,583.81	50%	\$164,870.0
<i>Supplies</i>								
500.101	Supplies and Materials	4,830.00	341.59	.00	1,962.08	2,867.92	41	3,880.0
500.102	Equipment	200.00	.00	.00	36.03	163.97	18	750.0
500.103	Furniture	650.00	.00	.00	.00	650.00	0	518.0
501.101	Uniforms and Clothing	1,350.00	.00	.00	86.83	1,263.17	6	596.0
<i>Supplies Totals</i>		\$7,030.00	\$341.59	\$0.00	\$2,084.94	\$4,945.06	30%	\$5,745.0
<i>Other Services & Charges</i>								
600.110	SCMIRF Property/Liab Ins	31,000.00	.00	18,184.87	15,824.23	(3,009.10)	110	30,985.0
610.111	Communications- Landline	4,800.00	259.44	.00	2,307.70	2,492.30	48	4,085.0
610.112	Postage	500.00	.00	.00	.00	500.00	0	7.0
610.1110	Communications- Wireless	2,400.00	45.04	.00	225.10	2,174.90	9	843.0
620.114	Advertising	500.00	.00	.00	.00	500.00	0	58.0
640.124	Travel Expense	445.00	127.85	.00	127.85	317.15	29	26.0
650.127	Electricity	2,612.00	171.17	.00	1,256.79	1,355.21	48	2,412.0
650.128	Water	462.00	17.86	.00	101.56	360.44	22	399.0
650.129	Wastewater	270.00	25.36	.00	144.92	125.08	54	265.0
650.130	Sanitation	486.00	39.33	.00	235.98	250.02	49	471.0
650.133	Stormwater	2,051.00	165.94	.00	995.64	1,055.36	49	1,991.0
650.134	Security Lights	655.00	53.00	.00	318.00	337.00	49	636.0
650.1271	Electricity- Sales Tax	125.00	6.57	.00	53.48	71.52	43	110.0
660.133	Repairs & Maint. Services	1,000.00	.00	.00	.00	1,000.00	0	423.0
660.139	Fleet Services Labor-RTA Mtce Allocation	2,000.00	270.65	.00	543.81	1,456.19	27	1,213.0
660.145	Gasoline & Oil	3,234.00	210.31	.00	1,298.18	1,935.82	40	3,392.0
660.1391	Fleet Services -Departmental Expense Allocation	2,500.00	228.07	.00	1,310.28	1,189.72	52	2,751.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
670.156	Equipment Rental/Lease	3,080.00	184.89	.00	1,325.98	1,754.02	43	2,433.8
685.180	Membership Dues and Fees	1,450.00	757.00	.00	1,128.00	322.00	78	1,215.0
685.182	Other Operating Expenses	500.00	.00	.00	.00	500.00	0	73.0
685.183	Depreciation	3,500.00	590.12	.00	2,910.09	589.91	83	5,290.0
685.186	Training	1,410.00	.00	.00	95.00	1,315.00	7	500.0
686.187	Professional Services	1,425.00	.00	.00	.00	1,425.00	0	1,306.4
686.189	Employee Medical	60.00	.00	.00	.00	60.00	0	.0
686.195	Repair/Maint Svc Contract	1,720.00	.00	.00	596.04	1,123.96	35	1,108.0
686.1895	Employee wellness services	1,800.00	61.60	.00	351.36	1,448.64	20	1,176.0
687.204	Janitorial Services	.00	196.67	1,180.00	1,180.02	(2,360.02)	+++	.0
Other Services & Charges Totals		\$69,985.00	\$3,410.87	\$19,364.87	\$32,330.01	\$18,290.12	74%	\$63,178.0
Other Objects								
795.001	IT Internal Allocations	120,250.00	4,969.08	.00	40,951.96	79,298.04	34	108,332.4
Other Objects Totals		\$120,250.00	\$4,969.08	\$0.00	\$40,951.96	\$79,298.04	34%	\$108,332.4
Inter-Dept. Allocations								
795.999	Allocation G&A Services	(366,064.00)	(16,999.52)	.00	(132,902.38)	(233,161.62)	36	(335,659.2
Inter-Dept. Allocations Totals		(\$366,064.00)	(\$16,999.52)	\$0.00	(\$132,902.38)	(\$233,161.62)	36%	(\$335,659.2
Capital Outlay								
900.3000	Buildings & Improvements	26,000.00	22,068.60	.00	22,689.52	3,310.48	87	15,727.0
9999.9999	Assets Reclassified	(26,000.00)	(22,068.60)	.00	(22,689.52)	(3,310.48)	87	(15,727.0
Capital Outlay Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.0
Department 41 - General & Administrative Totals		(\$2,824.00)	\$4,814.40	\$21,469.53	\$23,751.06	(\$48,044.59)	-1601%	\$6,467.0
Department 42 - Engineering Services								
Personal Services								
400.101	Regular Pay	135,797.00	7,334.87	.00	64,263.51	71,533.49	47	130,784.0
405.114	FICA	10,388.00	514.65	.00	4,562.44	5,825.56	44	9,280.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
406.116	Retirement	19,233.00	1,137.41	.00	9,859.33	9,373.67	51	18,960.00
408.125	SCMIT Worker's Comp Ins.	2,000.00	.00	.00	.00	2,000.00	0	.00
410.001	Health Claims Cost	18,101.00	1,589.50	.00	9,537.00	8,564.00	53	17,573.00
<i>Personal Services Totals</i>		\$185,519.00	\$10,576.43	\$0.00	\$88,222.28	\$97,296.72	48%	\$176,599.00
<i>Supplies</i>								
500.101	Supplies and Materials	550.00	30.07	.00	30.07	519.93	5	497.00
500.105	Printing and Binding	100.00	.00	.00	95.40	4.60	95	.00
501.101	Uniforms and Clothing	1,000.00	.00	.00	299.64	700.36	30	644.00
515.121	Safety Supplies	200.00	.00	.00	84.77	115.23	42	203.00
<i>Supplies Totals</i>		\$1,850.00	\$30.07	\$0.00	\$509.88	\$1,340.12	28%	\$1,344.00
<i>Other Services & Charges</i>								
610.112	Postage	100.00	.00	.00	49.98	50.02	50	43.00
610.1110	Communications- Wireless	1,200.00	90.08	.00	450.20	749.80	38	1,239.00
640.124	Travel Expense	1,512.00	78.35	.00	253.83	1,258.17	17	1,834.00
685.180	Membership Dues and Fees	325.00	.00	.00	.00	325.00	0	299.00
685.182	Other Operating Expenses	.00	.00	.00	.00	.00	+++	25.00
685.184	Continuing Education	1,400.00	.00	.00	1,400.00	.00	100	1,000.00
685.186	Training	1,500.00	.00	.00	(1,050.00)	2,550.00	-70	1,650.00
686.187	Professional Services	5,700.00	.00	.00	2,698.39	3,001.61	47	69.00
686.1895	Employee wellness services	1,200.00	61.60	.00	351.36	848.64	29	1,007.00
<i>Other Services & Charges Totals</i>		\$12,937.00	\$230.03	\$0.00	\$4,153.76	\$8,783.24	32%	\$7,167.00
<i>Other Objects</i>								
735.122	Services Billed	(197,704.00)	(10,836.53)	.00	(92,775.13)	(104,928.87)	47	(168,090.50)
<i>Other Objects Totals</i>		(\$197,704.00)	(\$10,836.53)	\$0.00	(\$92,775.13)	(\$104,928.87)	47%	(\$168,090.50)
<i>Capital Outlay</i>								
900.4100	Vehicles	32,000.00	.00	31,309.00	.00	691.00	98	.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
9999.9999	Assets Reclassified	(32,000.00)	.00	.00	.00	(32,000.00)	0	.0
Capital Outlay Totals		\$0.00	\$0.00	\$31,309.00	\$0.00	(\$31,309.00)	+++	\$0.0
Department 42 - Engineering Services Totals		\$2,602.00	\$0.00	\$31,309.00	\$110.79	(\$28,817.79)	1208%	\$17,021.4
EXPENSE TOTALS		\$2,951,510.00	\$213,902.86	\$411,847.40	\$1,440,431.39	\$1,099,231.21	63%	\$2,894,949.4
Fund 0031 - Water Utility Fund Totals								
REVENUE TOTALS		2,951,510.00	197,337.61	.00	1,255,234.34	1,696,275.66	43%	2,060,721.4
EXPENSE TOTALS		2,951,510.00	213,902.86	411,847.40	1,440,431.39	1,099,231.21	63%	2,894,949.4
Fund 0031 - Water Utility Fund Totals		\$0.00	(\$16,565.25)	(\$411,847.40)	(\$185,197.05)	\$597,044.45		(\$834,228.0
Fund 0032 - Wastewater Fund								
REVENUE								
Department 00 - Revenue								
Operating Revenues								
301.000	Sale Of Utilities	2,621,543.00	224,127.50	.00	1,337,889.26	1,283,653.74	51	2,506,933.1
301.002	New Turn Ons	3,300.00	220.00	.00	1,560.00	1,740.00	47	3,240.0
301.003	Transfers	6,500.00	.00	.00	.00	6,500.00	0	.0
301.009	New Service Taps	5,000.00	.00	.00	7,809.64	(2,809.64)	156	10,750.0
301.014	Fixed Charges - Andrews	120,000.00	10,119.80	.00	60,718.80	59,281.20	51	121,437.0
301.015	Fixed Charges - GCWSD	225,000.00	19,241.87	.00	115,451.22	109,548.78	51	230,902.4
301.016	Fixed Charges - COG	300,000.00	27,651.27	.00	165,907.62	134,092.38	55	331,815.2
301.017	Volume Charges - Andrews	280,000.00	67,398.91	.00	122,673.92	157,326.08	44	162,347.2
301.018	Volume Charges - GCWSD	350,000.00	112,024.36	.00	253,348.79	96,651.21	72	257,886.2
301.019	Volume Charges - COG	1,025,000.00	86,361.21	.00	500,378.18	524,621.82	49	830,074.1
301.026	Fixed- Elim Georgetown	(300,000.00)	(27,651.27)	.00	(165,907.62)	(134,092.38)	55	(331,815.2
301.029	Volume-Elim-Georgetown	(1,025,000.00)	(86,361.21)	.00	(500,378.18)	(524,621.82)	49	(830,074.5
302.001	Penalties	35,000.00	2,450.89	.00	16,072.79	18,927.21	46	34,594.2

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
303.006	Septic Tank Dumping	60,000.00	4,140.00	.00	26,400.00	33,600.00	44	81,620.0
	<i>Operating Revenues Totals</i>	\$3,706,343.00	\$439,723.33	\$0.00	\$1,941,924.42	\$1,764,418.58	52%	\$3,409,711.4
	<i>Impact Fees</i>							
324.017	Wastewater Impact Fee	7,000.00	.00	.00	11,030.00	(4,030.00)	158	8,500.0
	<i>Impact Fees Totals</i>	\$7,000.00	\$0.00	\$0.00	\$11,030.00	(\$4,030.00)	158%	\$8,500.0
	<i>Investment Earnings</i>							
306.001	Investment Earnings	8,000.00	.00	.00	.00	8,000.00	0	10,438.7
	<i>Investment Earnings Totals</i>	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%	\$10,438.7
	<i>Miscellaneous</i>							
368.100	Retirement System Reimbursement Credit	.00	.00	.00	4,616.42	(4,616.42)	+++	.0
369.002	Miscellaneous Revenue	7,000.00	.00	.00	.00	7,000.00	0	9,321.4
369.003	Insurance Proceeds	.00	.00	.00	.00	.00	+++	26,784.0
	<i>Miscellaneous Totals</i>	\$7,000.00	\$0.00	\$0.00	\$4,616.42	\$2,383.58	66%	\$36,105.1
	<i>Operating Transfers In</i>							
394.002	Transfer from fund balance	(28,836.00)	.00	.00	.00	(28,836.00)	0	.0
	<i>Operating Transfers In Totals</i>	(\$28,836.00)	\$0.00	\$0.00	\$0.00	(\$28,836.00)	0%	\$0.0
	<i>Sale of Assets</i>							
391.001	Sale of Assets	500.00	.00	.00	2,575.00	(2,075.00)	515	3,383.0
	<i>Sale of Assets Totals</i>	\$500.00	\$0.00	\$0.00	\$2,575.00	(\$2,075.00)	515%	\$3,383.0
	Department 00 - Revenue Totals	\$3,700,007.00	\$439,723.33	\$0.00	\$1,960,145.84	\$1,739,861.16	53%	\$3,468,138.0
	REVENUE TOTALS	\$3,700,007.00	\$439,723.33	\$0.00	\$1,960,145.84	\$1,739,861.16	53%	\$3,468,138.0
	EXPENSE							
	Department 18 - Wastewater Collections							
	<i>Personal Services</i>							
400.101	Regular Pay	204,322.00	16,480.57	.00	96,974.46	107,347.54	47	196,330.0
401.103	Overtime	4,000.00	191.53	.00	1,719.93	2,280.07	43	3,602.0



Fiscal Year to Date 12/31/19

Exclude Rollup Account

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
650.127	Electricity	98,163.00	7,575.04	.00	37,049.47	61,113.53	38	82,970.4
650.133	Stormwater	9,900.00	800.95	.00	4,805.70	5,094.30	49	9,611.4
650.134	Security Lights	1,496.00	121.00	.00	726.00	770.00	49	1,452.0
650.1271	Electricity- Sales Tax	2,811.00	156.37	.00	1,147.11	1,663.89	41	2,488.8
660.133	Repairs & Maint. Services	47,000.00	195.74	21,199.02	11,885.15	13,915.83	70	84,067.8
660.139	Fleet Services Labor-RTA Mtce Allocation	25,000.00	3,989.58	.00	16,262.28	8,737.72	65	32,433.2
660.145	Gasoline & Oil	13,943.00	1,123.88	.00	6,605.54	7,337.46	47	17,274.2
660.1391	Fleet Services -Departmental Expense Allocation	20,000.00	1,833.08	.00	12,894.69	7,105.31	64	26,037.4
670.156	Equipment Rental/Lease	6,000.00	.00	.00	.00	6,000.00	0	5,952.2
685.180	Membership Dues and Fees	685.00	.00	.00	50.00	635.00	7	195.0
685.182	Other Operating Expenses	1,500.00	71.09	.00	2,728.21	(1,228.21)	182	8,263.2
685.183	Depreciation	280,000.00	20,812.50	.00	124,875.18	155,124.82	45	251,672.8
685.186	Training	1,400.00	.00	.00	.00	1,400.00	0	(500.0
685.1821	Hurricane/Storm Expense	.00	.00	.00	6,856.06	(6,856.06)	+++	3,645.2
686.187	Professional Services	7,040.00	166.65	1,944.25	1,469.03	3,626.72	48	2,838.2
686.189	Employee Medical	840.00	140.00	.00	393.25	446.75	47	255.0
686.191	Contract Services/Studies	2,040.00	.00	.00	566.21	1,473.79	28	1,997.2
686.195	Repair/Maint Svc Contract	10,000.00	.00	15,000.00	(14,094.71)	9,094.71	9	30,007.2
686.199	Internal Engineering	18,000.00	1,083.65	.00	9,277.52	8,722.48	52	16,809.0
686.1895	Employee wellness services	4,560.00	215.59	.00	1,229.71	3,330.29	27	3,606.9
687.202	Utility Billing Services	7,500.00	.00	1,531.20	3,610.14	2,358.66	69	4,984.2
687.204	Janitorial Services	2,000.00	49.17	294.99	295.02	1,409.99	30	.0
Other Services & Charges Totals		\$598,968.00	\$38,496.23	\$59,366.66	\$246,675.26	\$292,926.08	51%	\$622,310.8
Other Objects								
702.106	Interest- Bonds	6,251.00	519.54	.00	19,517.57	(13,266.57)	312	6,627.2
702.110	Bond Principal	20,090.00	1,675.38	.00	53,693.90	(33,603.90)	267	19,711.2

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
703.1001	Agent Fees	2,000.00	.00	.00	2,687.50	(687.50)	134	2,000.00
720.001	Provision for Bad Debts	7,500.00	625.00	.00	3,750.00	3,750.00	50	11,902.00
750.124	Transfers to General Fund	172,117.00	14,343.08	.00	86,058.48	86,058.52	50	165,069.00
795.995	GF Cost Distribution	83,160.00	6,930.00	.00	41,580.00	41,580.00	50	80,100.00
7999.9999	Principal Reclassified	(20,090.00)	.00	.00	(43,697.05)	23,607.05	218	(19,711.70)
Other Objects Totals		\$271,028.00	\$24,093.00	\$0.00	\$163,590.40	\$107,437.60	60%	\$265,699.00
Inter-Dept. Allocations								
795.999	Allocation G&A Services	84,100.00	4,249.88	.00	33,225.60	50,874.40	40	83,914.00
Inter-Dept. Allocations Totals		\$84,100.00	\$4,249.88	\$0.00	\$33,225.60	\$50,874.40	40%	\$83,914.00
Capital Outlay								
900.911	Sewer Improvement Projects	.00	.00	(1,011,759.84)	639,834.04	371,925.80	+++	1,427,006.00
900.3700	Wastewater Collection Sys	10,000.00	.00	10,000.00	.00	.00	100	171,234.00
9999.9999	Assets Reclassified	(10,000.00)	.00	.00	(639,834.04)	629,834.04	6398	(1,598,240.60)
Capital Outlay Totals		\$0.00	\$0.00	(\$1,001,759.84)	\$0.00	\$1,001,759.84	+++	\$0.00
Department 18 - Wastewater Collections Totals		\$1,359,276.00	\$95,978.35	(\$917,110.45)	\$636,320.94	\$1,640,065.51	-21%	\$1,349,892.00
Department 34 - Regional Wastewater Plant								
Personal Services								
400.101	Regular Pay	281,085.00	24,078.64	.00	143,061.06	138,023.94	51	268,969.00
401.103	Overtime	12,000.00	914.81	.00	5,958.64	6,041.36	50	11,759.00
401.105	On-call pay	7,020.00	533.32	.00	3,466.58	3,553.42	49	6,933.00
405.114	FICA	23,445.00	1,778.36	.00	10,616.99	12,828.01	45	19,980.00
406.116	Retirement	43,277.00	3,928.15	.00	23,284.08	19,992.92	54	41,578.00
408.125	SCMIT Worker's Comp Ins.	.00	.00	2,775.38	2,778.70	(5,554.08)	+++	6,130.00
410.001	Health Claims Cost	65,461.00	5,856.28	.00	34,738.36	30,722.64	53	63,128.00
Personal Services Totals		\$432,288.00	\$37,089.56	\$2,775.38	\$223,904.41	\$205,608.21	52%	\$418,479.00
Supplies								

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
500.101	Supplies and Materials	5,550.00	55.94	.00	2,348.40	3,201.60	42	6,016.00
500.102	Equipment	12,550.00	.00	.00	4,901.61	7,648.39	39	7,222.00
501.101	Uniforms and Clothing	4,250.00	.00	.00	690.37	3,559.63	16	2,494.00
512.108	Chemicals	128,400.00	2,889.00	41,429.95	67,488.37	19,481.68	85	122,219.00
512.109	Laboratory Supplies	20,570.00	2,013.03	5,451.41	8,279.23	6,839.36	67	19,157.00
515.121	Safety Supplies	1,500.00	.00	.00	.00	1,500.00	0	332.00
532.148	Small Hand Tools	510.00	.00	.00	290.21	219.79	57	145.00
<i>Supplies Totals</i>		\$173,330.00	\$4,957.97	\$46,881.36	\$83,998.19	\$42,450.45	76%	\$157,589.00
<i>Other Services & Charges</i>								
515.129	Permit Fees Due To Others	8,200.00	75.00	.00	8,098.98	101.02	99	7,830.00
600.110	SCMIRF Property/Liab Ins	13,900.00	.00	8,145.31	7,087.94	(1,333.25)	110	13,878.00
610.111	Communications- Landline	2,400.00	.00	.00	909.54	1,490.46	38	1,807.00
610.112	Postage	500.00	.00	.00	581.09	(81.09)	116	19.00
610.1110	Communications- Wireless	780.00	53.64	.00	268.04	511.96	34	691.00
620.114	Advertising	500.00	.00	.00	.00	500.00	0	101.00
640.124	Travel Expense	1,510.00	14.00	.00	14.00	1,496.00	1	107.00
650.127	Electricity	336,820.00	26,242.49	.00	170,886.11	165,933.89	51	338,722.00
650.128	Water	1,275.00	181.03	.00	1,648.98	(373.98)	129	1,555.00
650.130	Sanitation	3,240.00	262.13	.00	1,310.65	1,929.35	40	3,145.00
650.133	Stormwater	2,600.00	210.53	.00	1,263.18	1,336.82	49	2,526.00
650.134	Security Lights	4,290.00	347.00	.00	2,082.00	2,208.00	49	4,164.00
650.1271	Electricity- Sales Tax	15,665.00	1,057.93	.00	6,896.94	8,768.06	44	14,878.00
660.133	Repairs & Maint. Services	90,250.00	5,464.89	9,953.40	48,339.99	31,956.61	65	58,759.00
660.139	Fleet Services Labor-RTA Mtce Allocation	8,000.00	.00	.00	5,450.77	2,549.23	68	2,388.00
660.145	Gasoline & Oil	3,054.00	247.57	.00	889.95	2,164.05	29	2,951.00
660.1391	Fleet Services -Departmental Expense Allocation	2,000.00	55.23	.00	788.31	1,211.69	39	1,775.00

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Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
670.156	Equipment Rental/Lease	1,200.00	.00	.00	.00	1,200.00	0	300.0
685.180	Membership Dues and Fees	435.00	.00	.00	135.00	300.00	31	460.0
685.182	Other Operating Expenses	1,000.00	.00	.00	.00	1,000.00	0	106.4
685.183	Depreciation	700.00	184.82	.00	1,108.95	(408.95)	158	1,146.0
685.186	Training	10,850.00	.00	3,950.00	594.00	6,306.00	42	4,179.0
685.190	Landfill Fees	44,000.00	.00	.00	15,415.66	28,584.34	35	32,107.0
686.187	Professional Services	57,080.00	.00	6,762.42	4,320.58	45,997.00	19	34,228.0
686.189	Employee Medical	880.00	.00	.00	.00	880.00	0	291.0
686.195	Repair/Maint Svc Contract	2,220.00	.00	.00	1,169.50	1,050.50	53	1,651.0
686.199	Internal Engineering	36,000.00	2,167.31	.00	18,555.02	17,444.98	52	33,618.0
686.1895	Employee wellness services	3,240.00	154.00	.00	878.37	2,361.63	27	2,533.0
687.204	Janitorial Services	2,000.00	196.67	1,180.00	1,180.02	(360.02)	118	.0
Other Services & Charges Totals		\$654,589.00	\$36,914.24	\$29,991.13	\$299,873.57	\$324,724.30	50%	\$565,927.0
Other Objects								
702.106	Interest- Bonds	196,085.00	16,406.80	.00	98,440.80	97,644.20	50	205,504.0
702.110	Bond Principal	553,440.00	92,240.00	.00	92,240.00	461,200.00	17	543,754.0
703.109	Agents Fee	5,800.00	.00	.00	2,862.50	2,937.50	49	2,862.0
750.124	Transfers to General Fund	114,309.00	9,525.74	.00	57,154.44	57,154.56	50	110,049.0
795.995	GF Cost Distribution	55,230.00	4,602.50	.00	27,615.00	27,615.00	50	53,199.0
7999.9999	Principal Reclassified	(553,440.00)	(92,240.00)	.00	(92,240.00)	(461,200.00)	17	(543,754.8
Other Objects Totals		\$371,424.00	\$30,535.04	\$0.00	\$186,072.74	\$185,351.26	50%	\$371,617.0
Inter-Dept. Allocations								
795.999	Allocation G&A Services	84,100.00	4,249.88	.00	33,225.60	50,874.40	40	83,914.0
Inter-Dept. Allocations Totals		\$84,100.00	\$4,249.88	\$0.00	\$33,225.60	\$50,874.40	40%	\$83,914.0
Capital Outlay								
900.3000	Buildings & Improvements	.00	.00	.00	.00	.00	+++	4,239.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

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Fiscal Year to Date 12/31/19

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
900.3900	Wastewater Treatment Plnt	.00	5,234.34	(307,980.63)	472,805.33	(164,824.70)	+++	648,289.9
900.4300	Other Equipment	13,000.00	.00	.00	8,503.98	4,496.02	65	14,585.0
9999.9999	Assets Reclassified	(13,000.00)	(5,234.34)	.00	(481,309.31)	468,309.31	3702	(667,114.1
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	(\$307,980.63)	\$0.00	\$307,980.63	+++	\$0.0
	Sub Department 17 - Wastewater Treatment							
	<i>Personal Services</i>							
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	(5,130.5
	<i>Personal Services Totals</i>	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%	(\$5,130.5
	<i>Other Services & Charges</i>							
685.183	Depreciation	620,000.00	46,676.31	.00	279,178.12	340,821.88	45	591,703.8
	<i>Other Services & Charges Totals</i>	\$620,000.00	\$46,676.31	\$0.00	\$279,178.12	\$340,821.88	45%	\$591,703.8
	Sub Department 17 - Wastewater Treatment Totals	\$625,000.00	\$46,676.31	\$0.00	\$279,178.12	\$345,821.88	45%	\$586,573.0
	Department 34 - Regional Wastewater Plant Totals	\$2,340,731.00	\$160,423.00	(\$228,332.76)	\$1,106,252.63	\$1,462,811.13	38%	\$2,184,101.0
	EXPENSE TOTALS	\$3,700,007.00	\$256,401.35	(\$1,145,443.21)	\$1,742,573.57	\$3,102,876.64	16%	\$3,533,993.8
	Fund 0032 - Wastewater Fund Totals							
	REVENUE TOTALS	3,700,007.00	439,723.33	.00	1,960,145.84	1,739,861.16	53%	3,468,138.0
	EXPENSE TOTALS	3,700,007.00	256,401.35	(1,145,443.21)	1,742,573.57	3,102,876.64	16%	3,533,993.8
	Fund 0032 - Wastewater Fund Totals	\$0.00	\$183,321.98	\$1,145,443.21	\$217,572.27	(\$1,363,015.48)		(\$65,855.2
	Fund 0033 - Stormwater Utility Fund							
	REVENUE							
	Department 00 - Revenue							
	<i>Operating Revenues</i>							
301.000	Sale Of Utilities	850,000.00	71,212.73	.00	429,523.05	420,476.95	51	863,673.0
302.001	Penalties	7,500.00	666.09	.00	4,336.20	3,163.80	58	9,480.0
	<i>Operating Revenues Totals</i>	\$857,500.00	\$71,878.82	\$0.00	\$433,859.25	\$423,640.75	51%	\$873,153.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>State Grants</i>							
332.000	State Grants	.00	.00	.00	.00	.00	+++	159,365.0
	<i>State Grants Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$159,365.0
	<i>Investment Earnings</i>							
361.001	Investment Earnings	5,000.00	.00	.00	.00	5,000.00	0	381.0
	<i>Investment Earnings Totals</i>	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%	\$381.0
	<i>Miscellaneous</i>							
368.100	Retirement System Reimbursement Credit	.00	.00	.00	1,815.90	(1,815.90)	+++	.0
369.002	Miscellaneous Revenue	1,000.00	.00	.00	1,350.00	(350.00)	135	4,347.4
	<i>Miscellaneous Totals</i>	\$1,000.00	\$0.00	\$0.00	\$3,165.90	(\$2,165.90)	317%	\$4,347.4
	<i>Capital Contributions</i>							
371.002	Capital Contrib-Grants	.00	.00	.00	.00	.00	+++	300,427.0
	<i>Capital Contributions Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$300,427.0
	<i>Operating Transfers In</i>							
394.002	Transfer from fund balance	349,821.00	.00	.00	.00	349,821.00	0	.0
	<i>Operating Transfers In Totals</i>	\$349,821.00	\$0.00	\$0.00	\$0.00	\$349,821.00	0%	\$0.0
	Department 00 - Revenue Totals	\$1,213,321.00	\$71,878.82	\$0.00	\$437,025.15	\$776,295.85	36%	\$1,337,674.9
	REVENUE TOTALS	\$1,213,321.00	\$71,878.82	\$0.00	\$437,025.15	\$776,295.85	36%	\$1,337,674.9
	EXPENSE							
	Department 40 - Storm Water Utility Exp.							
	<i>Personal Services</i>							
400.101	Regular Pay	193,799.00	15,638.96	.00	96,832.77	96,966.23	50	187,345.0
401.103	Overtime	4,500.00	(12.93)	.00	1,556.56	2,943.44	35	3,281.0
401.105	On-call pay	2,600.00	200.00	.00	1,500.00	1,100.00	58	2,600.0
405.114	FICA	15,369.00	1,092.27	.00	6,848.80	8,520.20	45	13,186.0
406.116	Retirement	28,415.00	2,457.52	.00	15,230.22	13,184.78	54	27,980.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)

Exclude Rollup Account

20.J.d

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Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
650.1271	Electricity- Sales Tax	25.00	3.07	.00	16.56	8.44	66	18.9
660.133	Repairs & Maint. Services	12,250.00	.00	2,974.74	.00	9,275.26	24	132,567.1
660.139	Fleet Services Labor-RTA Mtce Allocation	25,000.00	285.92	.00	24,845.29	154.71	99	18,382.1
660.145	Gasoline & Oil	19,240.00	1,508.40	.00	7,590.92	11,649.08	39	21,563.1
660.1391	Fleet Services -Departmental Expense Allocation	22,000.00	1,255.81	.00	11,865.25	10,134.75	54	24,867.1
670.156	Equipment Rental/Lease	350.00	.00	.00	.00	350.00	0	.0
685.180	Membership Dues and Fees	230.00	.00	.00	.00	230.00	0	(120.4
685.182	Other Operating Expenses	1,500.00	3.03	.00	850.73	649.27	57	2,690.1
685.183	Depreciation	455,000.00	42,497.81	.00	254,987.28	200,012.72	56	414,567.1
685.186	Training	150.00	.00	.00	.00	150.00	0	.0
685.1821	Hurricane/Storm Expense	.00	.00	.00	131.14	(131.14)	+++	6,955.1
686.187	Professional Services	3,610.00	166.65	(6,172.56)	8,950.06	832.50	77	227,600.1
686.189	Employee Medical	780.00	120.00	.00	120.00	660.00	15	212.0
686.195	Repair/Maint Svc Contract	2,500.00	.00	.00	.00	2,500.00	0	933.1
686.199	Internal Engineering	33,100.00	2,167.31	.00	18,555.02	14,544.98	56	33,618.1
686.1895	Employee wellness services	2,880.00	154.00	.00	878.37	2,001.63	30	2,580.1
687.202	Utility Billing Services	2,700.00	.00	528.00	1,244.89	927.11	66	1,718.1
687.204	Janitorial Services	2,000.00	49.17	294.99	295.02	1,409.99	30	.0
Other Services & Charges Totals		\$613,315.00	\$50,157.29	\$769.64	\$344,846.64	\$267,698.72	56%	\$915,715.0
Other Objects								
720.001	Provision for Bad Debts	1,550.00	129.17	.00	775.02	774.98	50	3,497.1
750.124	Transfers to General Fund	156,889.00	13,074.08	.00	78,444.48	78,444.52	50	133,160.0
795.995	GF Cost Distribution	49,830.00	4,152.50	.00	24,915.00	24,915.00	50	48,000.0
Other Objects Totals		\$208,269.00	\$17,355.75	\$0.00	\$104,134.50	\$104,134.50	50%	\$184,657.1
Inter-Dept. Allocations								
795.999	Allocation G&A Services	31,350.00	1,699.96	.00	13,290.24	18,059.76	42	33,565.1

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>Inter-Dept. Allocations Totals</i>	\$31,350.00	\$1,699.96	\$0.00	\$13,290.24	\$18,059.76	42%	\$33,565.9
	<i>Capital Outlay</i>							
900.1000	Infrastructure Improvemts	250,000.00	.00	8,100.00	13,565.00	228,335.00	9	925,861.9
900.4300	Other Equipment	275,000.00	.00	234,965.00	.00	40,035.00	85	.0
950.962	Drainage Improvements	20,000.00	.00	8,265.00	.00	11,735.00	41	218,029.8
9999.9999	Assets Reclassified	(545,000.00)	.00	.00	(13,565.00)	(531,435.00)	2	(1,143,891.7
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$251,330.00	\$0.00	(\$251,330.00)	+++	\$0.0
	Department 40 - Storm Water Utility Exp. Totals	\$1,213,321.00	\$93,301.99	\$266,188.34	\$628,087.24	\$319,045.42	74%	\$1,467,030.1
	EXPENSE TOTALS	\$1,213,321.00	\$93,301.99	\$266,188.34	\$628,087.24	\$319,045.42	74%	\$1,467,030.1
	Fund 0033 - Stormwater Utility Fund Totals							
	REVENUE TOTALS	1,213,321.00	71,878.82	.00	437,025.15	776,295.85	36%	1,337,674.9
	EXPENSE TOTALS	1,213,321.00	93,301.99	266,188.34	628,087.24	319,045.42	74%	1,467,030.1
	Fund 0033 - Stormwater Utility Fund Totals	\$0.00	(\$21,423.17)	(\$266,188.34)	(\$191,062.09)	\$457,250.43		(\$129,355.6
	Fund 0035 - Waste Management Fund							
	REVENUE							
	Department 00 - Revenue							
	<i>Charges for Services</i>							
344.001	Refuse Col Chge-Resident	780,000.00	65,152.79	.00	391,771.74	388,228.26	50	773,071.0
344.002	Refuse Col Chge-Comm	130,000.00	12,182.63	.00	73,137.95	56,862.05	56	137,652.8
344.003	Sanitation Fee Penalties	15,000.00	1,348.81	.00	7,989.60	7,010.40	53	15,685.7
	<i>Charges for Services Totals</i>	\$925,000.00	\$78,684.23	\$0.00	\$472,899.29	\$452,100.71	51%	\$926,409.0
	<i>Miscellaneous</i>							
368.100	Retirement System Reimbursement Credit	.00	.00	.00	2,499.12	(2,499.12)	+++	.0
369.002	Miscellaneous Revenue	2,500.00	.00	.00	.00	2,500.00	0	5,771.4
	<i>Miscellaneous Totals</i>	\$2,500.00	\$0.00	\$0.00	\$2,499.12	\$0.88	100%	\$5,771.4

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>Sale of Assets</i>							
391.001	Sale of Assets	1,467.00	.00	.00	10,326.00	(8,859.00)	704	12,675.00
	<i>Sale of Assets Totals</i>	\$1,467.00	\$0.00	\$0.00	\$10,326.00	(\$8,859.00)	704%	\$12,675.00
	Department 00 - Revenue Totals	\$928,967.00	\$78,684.23	\$0.00	\$485,724.41	\$443,242.59	52%	\$944,856.00
	REVENUE TOTALS	\$928,967.00	\$78,684.23	\$0.00	\$485,724.41	\$443,242.59	52%	\$944,856.00
	EXPENSE							
	Department 31 - Residential Sanitation							
	<i>Personal Services</i>							
400.101	Regular Pay	262,268.00	23,594.22	.00	128,520.87	133,747.13	49	249,553.00
401.103	Overtime	17,763.00	2,256.58	.00	13,789.08	3,973.92	78	17,924.00
405.114	FICA	21,422.00	1,888.71	.00	10,192.25	11,229.75	48	18,995.00
406.116	Retirement	39,161.00	3,993.71	.00	21,556.76	17,604.24	55	38,415.00
408.125	SCMIT Worker's Comp Ins.	32,000.00	.00	22,087.44	22,472.55	(12,559.99)	139	42,090.00
410.001	Health Claims Cost	50,361.00	3,454.52	.00	25,827.52	24,533.48	51	48,894.00
410.002	Health Claim Costs-Retire	17,750.00	(225.24)	.00	5,316.64	12,433.36	30	12,070.00
410.003	OPEB cost	5,000.00	.00	.00	.00	5,000.00	0	(6,413.20)
	<i>Personal Services Totals</i>	\$445,725.00	\$34,962.50	\$22,087.44	\$227,675.67	\$195,961.89	56%	\$421,531.00
	<i>Supplies</i>							
500.101	Supplies and Materials	5,000.00	690.06	.00	2,842.30	2,157.70	57	5,274.00
501.101	Uniforms and Clothing	19,000.00	1,278.24	.00	8,794.88	10,205.12	46	18,848.00
515.121	Safety Supplies	2,000.00	237.15	.00	432.33	1,567.67	22	1,912.00
	<i>Supplies Totals</i>	\$26,000.00	\$2,205.45	\$0.00	\$12,069.51	\$13,930.49	46%	\$26,034.00
	<i>Other Services & Charges</i>							
600.110	SCMIRF Property/Liab Ins	26,000.00	.00	15,154.06	13,186.86	(2,340.92)	109	25,820.00
610.111	Communications- Landline	200.00	11.14	.00	80.37	119.63	40	139.00
610.112	Postage	500.00	.00	.00	247.93	252.07	50	519.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
610.1110	Communications- Wireless	100.00	.00	.00	.00	100.00	0	.0
620.114	Advertising	1,200.00	.00	.00	58.00	1,142.00	5	1,160.8
640.124	Travel Expense	200.00	.00	.00	.00	200.00	0	13.0
650.127	Electricity	1,206.00	108.13	.00	692.75	513.25	57	1,153.0
650.128	Water	440.00	38.11	.00	228.64	211.36	52	427.0
650.129	Wastewater	680.00	58.84	.00	353.04	326.96	52	661.0
650.130	Sanitation	455.00	36.92	.00	221.52	233.48	49	443.0
650.133	Stormwater	50.00	4.28	.00	25.68	24.32	51	51.0
650.134	Security Lights	527.00	43.89	.00	263.34	263.66	50	526.0
650.1271	Electricity- Sales Tax	4.00	.17	.00	2.30	1.70	57	1.8
660.136	Container Repairs	5,000.00	.00	.00	1,542.75	3,457.25	31	3,337.0
660.139	Fleet Services Labor-RTA Mtce Allocation	25,000.00	1,872.14	.00	20,644.42	4,355.58	83	31,916.4
660.145	Gasoline & Oil	41,170.00	3,415.58	.00	20,603.20	20,566.80	50	46,164.0
660.1362	Roll-Out Purchases	25,000.00	9,742.73	.00	9,742.73	15,257.27	39	21,416.8
660.1391	Fleet Services -Departmental Expense Allocation	50,000.00	3,944.33	.00	33,587.49	16,412.51	67	60,463.0
660.1392	Fleet Svcs- Outside Vends	1,000.00	27.50	.00	467.50	532.50	47	385.0
685.182	Other Operating Expenses	1,500.00	238.64	.00	1,455.15	44.85	97	3,485.0
685.183	Depreciation	58,400.00	4,555.01	.00	27,330.06	31,069.94	47	56,309.0
685.190	Landfill Fees	2,000.00	.00	.00	43.20	1,956.80	2	810.0
686.189	Employee Medical	1,800.00	385.00	.00	581.90	1,218.10	32	92.0
686.195	Repair/Maint Svc Contract	2,800.00	.00	.00	.00	2,800.00	0	12.0
686.1895	Employee wellness services	3,000.00	246.36	.00	1,405.35	1,594.65	47	3,806.0
687.202	Utility Billing Services	4,000.00	.00	1,068.80	2,519.89	411.31	90	3,478.0
687.203	Contract Services	65,000.00	5,509.42	33,000.00	33,056.52	(1,056.52)	102	64,874.0
687.204	Janitorial Services	2,000.00	245.84	1,474.99	1,475.04	(950.03)	148	.0
Other Services & Charges Totals		\$319,232.00	\$30,484.03	\$50,697.85	\$169,815.63	\$98,718.52	69%	\$327,472.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>Other Objects</i>							
720.001	Provision for Bad Debts	1,500.00	125.00	.00	750.00	750.00	50	7,581.00
720.005	Loss on Asset Disposal	.00	.00	.00	.00	.00	+++	15,253.00
730.120	Recycling Labor	37,000.00	2,627.35	3,937.38	14,562.62	18,500.00	50	34,894.00
730.122	Recycling Operating	5,000.00	489.18	.00	3,202.56	1,797.44	64	5,431.00
795.001	IT Internal Allocations	6,500.00	342.68	.00	2,824.21	3,675.79	43	6,572.00
795.995	GF Cost Distribution	88,010.00	7,334.17	.00	44,005.02	44,004.98	50	84,770.00
	<i>Other Objects Totals</i>	\$138,010.00	\$10,918.38	\$3,937.38	\$65,344.41	\$68,728.21	50%	\$154,504.00
	<i>Capital Outlay</i>							
900.4100	Vehicles	31,000.00	.00	.00	.00	31,000.00	0	.00
900.4200	Heavy Equipment	143,000.00	.00	.00	.00	143,000.00	0	.00
9999.9999	Assets Reclassified	(174,000.00)	.00	.00	.00	(174,000.00)	0	.00
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
	Department 31 - Residential Sanitation Totals	\$928,967.00	\$78,570.36	\$76,722.67	\$474,905.22	\$377,339.11	59%	\$929,542.00
	EXPENSE TOTALS	\$928,967.00	\$78,570.36	\$76,722.67	\$474,905.22	\$377,339.11	59%	\$929,542.00
	Fund 0035 - Waste Management Fund Totals							
	REVENUE TOTALS	928,967.00	78,684.23	.00	485,724.41	443,242.59	52%	944,856.00
	EXPENSE TOTALS	928,967.00	78,570.36	76,722.67	474,905.22	377,339.11	59%	929,542.00
	Fund 0035 - Waste Management Fund Totals	\$0.00	\$113.87	(\$76,722.67)	\$10,819.19	\$65,903.48		\$15,313.00
	Fund 0086 - Seized and Forfeited							
	REVENUE							
	Department 00 - Revenue							
	<i>Fines and Forfeitures</i>							
367.000	Drug Enforcement Revenue	2,000.00	.00	.00	.00	2,000.00	0	30,954.00
	<i>Fines and Forfeitures Totals</i>	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$30,954.00

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	<i>Operating Transfers In</i>							
394.002	Transfer from fund balance	89,400.00	.00	.00	.00	89,400.00	0	.0
	<i>Operating Transfers In Totals</i>	\$89,400.00	\$0.00	\$0.00	\$0.00	\$89,400.00	0%	\$0.0
	Department 00 - Revenue Totals	\$91,400.00	\$0.00	\$0.00	\$0.00	\$91,400.00	0%	\$30,954.4
	REVENUE TOTALS	\$91,400.00	\$0.00	\$0.00	\$0.00	\$91,400.00	0%	\$30,954.4
	EXPENSE							
	Department 05 - Police							
	<i>Supplies</i>							
500.101	Supplies and Materials	2,500.00	.00	.00	.00	2,500.00	0	.0
500.102	Equipment	3,000.00	.00	.00	.00	3,000.00	0	.0
501.101	Uniforms and Clothing	1,800.00	.00	.00	.00	1,800.00	0	.0
	<i>Supplies Totals</i>	\$7,300.00	\$0.00	\$0.00	\$0.00	\$7,300.00	0%	\$0.0
	<i>Other Services & Charges</i>							
610.1110	Communications- Wireless	1,200.00	98.76	4.31	502.43	693.26	42	1,295.0
640.124	Travel Expense	1,200.00	.00	.00	.00	1,200.00	0	698.9
660.133	Repairs & Maint. Services	5,000.00	.00	.00	.00	5,000.00	0	.0
660.134	Radio Repairs	2,000.00	.00	.00	.00	2,000.00	0	.0
660.145	Gasoline & Oil	1,850.00	169.87	.00	944.56	905.44	51	2,353.9
685.180	Membership Dues and Fees	1,450.00	.00	.00	800.00	650.00	55	971.0
685.182	Other Operating Expenses	6,000.00	.00	.00	.00	6,000.00	0	287.0
685.186	Training	1,900.00	.00	.00	672.00	1,228.00	35	.0
685.191	Canine Unit Operations	6,000.00	.00	.00	1,534.71	4,465.29	26	1,632.0
686.194	Other Prof/Tech Services	10,000.00	.00	.00	.00	10,000.00	0	4,000.0
	<i>Other Services & Charges Totals</i>	\$36,600.00	\$268.63	\$4.31	\$4,453.70	\$32,141.99	12%	\$11,239.8
	<i>Capital Outlay</i>							
900.4100	Vehicles	37,500.00	.00	.00	.00	37,500.00	0	.0

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)



Budget Performance Report

20.J.d

Fiscal Year to Date 12/31/19

Exclude Rollup Account

		Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Tot
900.4300	Other Equipment	10,000.00	.00	.00	9,733.30	266.70	97	.00
	<i>Capital Outlay Totals</i>	\$47,500.00	\$0.00	\$0.00	\$9,733.30	\$37,766.70	20%	\$0.00
	Department 05 - Police Totals	\$91,400.00	\$268.63	\$4.31	\$14,187.00	\$77,208.69	16%	\$11,239.8
	EXPENSE TOTALS	\$91,400.00	\$268.63	\$4.31	\$14,187.00	\$77,208.69	16%	\$11,239.8
	Fund 0086 - Seized and Forfeited Totals							
	REVENUE TOTALS	91,400.00	.00	.00	.00	91,400.00	0%	30,954.4
	EXPENSE TOTALS	91,400.00	268.63	4.31	14,187.00	77,208.69	16%	11,239.8
	Fund 0086 - Seized and Forfeited Totals	\$0.00	(\$268.63)	(\$4.31)	(\$14,187.00)	\$14,191.31		\$19,714.1
	Grand Totals							
	REVENUE TOTALS	33,207,781.00	2,613,294.02	.00	13,800,893.49	19,406,887.51	42%	31,962,331.8
	EXPENSE TOTALS	33,076,422.00	1,793,547.32	2,112,873.18	15,618,943.88	15,344,604.94	54%	32,392,911.7
	Grand Totals	\$131,359.00	\$819,746.70	(\$2,112,873.18)	(\$1,818,050.39)	\$4,062,282.57		(\$430,579.9

Attachment: BudgetPerformanceReport (2943 : December 2019 Finance and IT Departments Report)